

<p>Task Order ID: ID04170035</p> <p>Modification 006</p> <p>Date: 05 November 2018</p>	<p>CS: Stella Schoenberg Phone: (b) (6) E-Mail: stella.schoenberg@gsa.gov</p> <p>CO: Jennifer M. Crouse Phone: (404) 331-0058 / (b) (6) E-Mail: jennifer.crouse@gsa.gov</p>
<p>Client Org: US Army PMO ASE, Huntsville AL</p>	<p>Client Rep: Greg Johnson Phone: (256) 842-4389 E-Mail: Gregory.johnson6.civ@mail.mil</p>
<p>Project Name: PMO ASE Engineering Support Services</p> <div style="display: flex; flex-wrap: wrap;"> <div style="width: 50%;"> <input type="checkbox"/> Firm Fixed Price (FFP) </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> Severable </div> <div style="width: 50%;"> <input type="checkbox"/> Labor Hour </div> <div style="width: 50%;"> <input type="checkbox"/> Non-Severable </div> <div style="width: 50%;"> <input type="checkbox"/> Time and Material (T&M) </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> Hybrid (FFP/Labor Hour) </div> <div style="width: 50%;"> <input type="checkbox"/> Fully Funded </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> Performance-based </div> <div style="width: 50%;"> <input checked="" type="checkbox"/> Incrementally Funded </div> </div>	<p>Period of Performance:</p> <p>Base Period: April 16, 2018 – April 15, 2019</p> <p>Option Year 1: April 16, 2019 – April 15, 2020</p> <p>Option Year 2: April 16, 2020 – April 15, 2021</p> <p>Option Year 3: April 16, 2021 – April 15, 2022</p> <p>Option Year 4: April 16, 2022 – April 15, 2023</p> <p>Extension of Services: April 16, 2023 – October 15, 2023</p>

MODIFICATION LOG

MOD NO	DATE	PURPOSE
006	05 NOV 18	The purpose of this modification is to add PWS Task 3.2.1.21 and the labor category “Physicist – Scientist and Science Technician, Group 2 (SOC: 19-2012)” under Section 5.0 and to make administrative changes to Section 2.0 and Section 6.2(g) Invoice Information.
005	20 SEP 18	Modification 005 is issued to de-obligate funds from the Base Year.
004	29 AUG 18	The purpose of this modification is to add incremental funding in the amount of \$856,199.03 to the Base Year (period of performance is April 16, 2018 – April 15, 2019).
003	22 AUG 18	The purpose of this modification is to add incremental funding in the amount of \$7,941,391.51 to the Base Year (period of performance is April 16, 2018 – April 15, 2019).
002	25 JUL 18	The purpose of this modification is to add incremental funding in the amount of \$350,000.00 to the Base Year (period of performance is April 16, 2018 – April 15, 2019).
001	18 APR 18	The purpose of this modification is to correct the contract number from GS00Q12NSD0018 to GS00Q14OADU329. The POC will be Sarah Getty. All other terms and conditions remain unchanged.

1.0. OASIS TASK ORDER INFORMATION

1.1. OASIS Pool Awarded: **Pool 3**

1.2. NAICS Code and Small Business Size Standard: The principal nature of the requirements described in this solicitation is consistent with services performed by industries in **541330 – Engineering Services, Exception A – Military and Aerospace Equipment and Military Weapons** with a small business size standard of **\$38.5 Million**.

1.3. Product Service Code (PSC): The services in this solicitation are best represented by PSC Code: **R499 – Other Professional Services**.

1.4. Type of Contract: The primary type of contract resulting from this solicitation is: **Firm-Fixed Price (FFP)**.

1.5. Type of Services: The type of services under this solicitation is:

☒ Commercial Items ☐ Non-Commercial Items ☐ Mix of Both

1.6. Extent of Competition: This solicitation will be based on:

1.6.1. ☒ Fair Opportunity procedures (FAR 16.505(b)(1))

1.6.2. ☐ Exception to Fair opportunity as designated below (FAR 16.505(b)(2))

☐ FAR 16.505(b)(2)(A) [The agency need for the supplies or services is so urgent that providing a fair opportunity would result in unacceptable delays]

☐ FAR 16.505(b)(2)(B) [Only one awardee is capable of providing the supplies or services required at the level of quality required because the supplies or services ordered are unique or highly specialized]

☐ FAR 16.505(b)(2)(C) [The order must be issued on a sole-source basis in the interest of economy and efficiency because it is a logical follow-on to an order already issued under the contract, provided that all awardees were given a fair opportunity to be considered for the original order]

☐ FAR 16.505(b)(2)(E) [For orders exceeding the simplified acquisition threshold, a statute expressly authorizes or requires that the purchase be made from a specified source]

☐ Other: FAR Part 6.3 exception

1.7. Security Clearances:

1.7.1. The clearance level for the services rendered is: ☐ Unclassified ☒ Classified
☐ Mix of Both

1.7.2. The Facility Clearance Level for this PWS/SOW is: ☐ Unclassified
☐ Secret ☒ Top Secret

1.8. Performance Location(s):

1.8.1. The performance locations for this PWS/SOW are: ☐ CONUS ☐ OCONUS
☒ Mix of Both

1.8.2. The labor will be performed at on a ☐ Government Site ☐ Contractor Site
☒ Mix of Both

1.9. Place(s) of Performance:

1.9.1. The primary place of performance is **Huntsville, Alabama**, all on Government site. On-site work is considered to be work performed at the task order's primary place of performance in Huntsville, AL, or at a duty station at any U.S. Government facility or designated facilities.

Performance may also be required at other Contiguous United States (CONUS) or Outside Contiguous United States (OCONUS) sites on a temporary duty basis while on Government-approved travel in accordance with Section 7.1.19 Travel (CLIN 0004). Performance while on travel may be required at both Government and Contractor sites. Work performed while the Contractor is on travel to Contractor sites is considered to be off-site. The Government will not be liable for additional costs for performance of tasks off-site while the Contractor is on travel to Government sites and/or Contractor sites. Anticipated destinations for travel include, but are not limited to: Rolling Meadows, IL; Nashua, NH; Aberdeen Proving Grounds, MD; Washington, DC; Eglin Air Force Base, FL; Fort Rucker, AL; Patuxent River, MD; Dugway Proving Grounds, UT; and Fort Eustis, VA.

1.10. Period of Performance:

1.10.1. The period of performance for this PWS/SOW is:

The period of performance for this task order is from date of award through 1 year thereafter, with 4 (1-year) options that may extend the cumulative term of this task order to 5 years. This task order's maximum period of performance shall not exceed 5 years and 6 months.

2.0. CONTRACT LINE ITEMS (CLINS) AND CONTRACT TYPE BY CLIN

CLIN X001: Engineering Support Services (FFP)
CLIN X002: Over-and-Above Requirements (LH) (Optional)

- CLIN X003: Other Direct Costs (ODCs) (NTE \$10.0M per year) (Material Handling Rate (b) (4) in accordance with SAIC's approved accounting system and Section B.3.6 of the OASIS base contract) (CR)
- CLIN X004: Travel (NTE \$2.0M per year) (G&A (b) (4) in accordance with SAIC's approved accounting system and Section B.3.5 of the OASIS base contract) (CR)
- CLIN X005: Contract Access Fee (CAF) (b) (4)) (CR)

3.0. DESCRIPTION OF SERVICES/SCOPE OF WORK

3.1. Mission and Background: The Performance Work Statement (PWS) covers engineering support services to the Aircraft Survivability Equipment (ASE) Project Management Office (PMO). This effort includes technical management support, integration, strategic planning, analysis, acquisition support, operational requirements, subject matter expertise, system design and development, production, quality, aircraft platform integration, software development, Test and Evaluation (T&E), system configuration management, and data management associated with the ASE programs.

3.1.1 Objective: The Project Manager (PM) for ASE is chartered with developing, producing, integrating, and managing Army aircraft missile warning, infrared countermeasures, radar warning receiver, and laser warning systems.

3.2. Performance Requirements: The Contractor shall provide personnel capable of performing specific duties throughout the lifecycle management support of all assigned programs identified in this PWS. The services under this acquisition are considered mission essential services (see Section 7.2.2.8).

As an independent Contractor and not as an agent or employee of the Government, the Contractor shall provide technical effort for PMO ASE. The Contractor shall provide experienced personnel both on-site and off-site to manage the non-inherently Government tasks identified in this PWS. These tasks shall be conducted independently by the Contractor, but shall be coordinated with direction from PMO ASE technical leads. All pertinent information related to the support services specified within this PWS shall be Government owned. The Contractor shall provide monthly Contractor's Progress, Status and Management Report for each of the areas covered by this PWS In Accordance With (IAW) **DI-MGMT-80227, Contract Data Requirements List (CDRL) A001**. The Contractor shall interface with various technical and functional elements within PMO ASE. The Contractor shall be reimbursed for limited direct materials specifically entering directly into the deliverables or which are used or consumed directly in connection with the furnishing of the deliverables upon Contracting Officer approval. The cost of participation in meetings/seminars and conferences for Contractor personnel are allowable for unique ASE missions/tasks with prior Contracting Officer Representative approval. The travel cost incurred shall be billed on a reimbursable basis up to the Not-to-Exceed ceiling limit specified in Section 6.0. The Contractor shall submit a meeting report No Later Than (NLT) five (5) work days after attendance of meetings, conferences, and seminars IAW **DI-ADMN-81505, CDRL A002**.

3.2.1 Technical Division Support Requirements

3.2.1.1 The Contractor shall research, review, update, and provide recommendations for ASE program requirements including acquisition documentation, Contract Requirements Package (CRP) documentation, memorandums of understanding, acquisition reports, acquisition program plans and strategies, program schedules, program milestone decision documentation, and ASE program initiatives for research & development, integration, and support services in the execution of contractual actions. The Contractor shall interface with various technical and functional elements within PMO ASE. Documentation shall be prepared and delivered IAW **DI-MISC-80508, CDRL A003**.

3.2.1.2 The Contractor shall interpret and recommend proposed implementation of program policies and procedures and provide technical input and expertise in the timely resolution of complex technical/safety ASE system problems/issues in the execution of numerous contractual actions.

3.2.1.3 The Contractor shall provide technical expertise and advice in acquisition integration and coordination efforts by reviewing, compiling, and documenting schedules, acquisition strategies, work statements, system studies decision coordination papers, program baseline documents, test and evaluation data, and material release documents IAW the Department of Defense (DoD) Directives 5000 series, DoD Instructions. Results of these reviews shall be documented and provided IAW **DI-MISC-80508, CDRL A003**.

3.2.1.4 The Contractor shall support development of integrated schedules depicting activities for on-going Product development, integration, and testing for ASE. Schedule support shall include critical path, analysis, schedule status reporting, and schedule risk analysis IAW **DI-MISC-80508, CDRL A003**.

3.2.1.5 The Contractor shall provide input and recommendations to develop, compile, review, and document ASE system studies, decision/information papers, program plans and program baseline documents to support Milestone/budgetary decisions. The Contractor shall provide input, recommendations, and preparation in draft format and coordinate Test and Evaluation Master Plans, supportability strategies, safety plans, fielding plans, training plans, and materiel release documents. The Contractor shall provide input and recommendations to develop and assist in the implementation of the configuration management and data management systems. Documentation shall be prepared and delivered IAW **DI-MISC-80508, CDRL A003**.

3.2.1.6 The Contractor shall perform and provide input and recommendations for in-depth analysis and assessment of acquisition data, program risks and risk mitigation plans. Results of these activities shall be documented and provided IAW **DI-MISC-80508, CDRL A003**.

3.2.1.7 The Contractor shall provide input in the preparation of briefing/presentation material in relation to program objectives, budgetary constraints, schedules and technical requirements. The Contractor shall provide input to PMO ASE for briefings during conferences, meetings and various Program Reviews. Presentation material shall be prepared and delivered IAW **DI-ADMN-81373, CDRL A004**.

3.2.1.8 The Contractor shall provide input and recommendations to draft and update presentations, schedules, risk management programs, and track tasks/action items. These shall be prepared and delivered IAW **DI-ADMN-81373, CDRL A004**.

3.2.1.9 The Contractor shall prepare briefings, notes, minutes, and action items for program reviews and meetings IAW **DI-ADMN-81505, CDRL A002**. The Contractor shall provide quick response to support PMO ASE in the development of briefings, program schedules, design specification, and capability requirements. Presentation material shall be prepared and delivered IAW **DI-ADMN-81373, CDRL A004**.

3.2.1.10 The Contractor shall provide input, advice and recommendations to Integrated Product Teams (IPTs) which may include members of PMO ASE, AMCOM matrix support personnel, prime Contractor personnel, and other Contractor personnel for cost estimating analysis, schedules, program management plans, and recommending joint proposal positions.

3.2.1.11 The Contractor shall support the IPT meetings, via Video Teleconference (VTC), Secured Video Teleconference (SVTC), or via telephone conference. Through the IPT process the Contractor shall review, make recommendations, and provide analysis and support for development of the Concept of Operations (CONOPS), program plans, and acquisition strategies; program technical risk assessments; and collection, management and archival of all collected and analyzed data;

3.2.1.12 The Contractor shall conduct trade studies, market analysis, functional analysis, technology readiness assessments, and risk assessments of ASE equipment and systems integration approaches, system architecture designs, and acquisition strategies in support of ASE systems related issues. The contractor shall plan, develop, and conduct analysis programs or studies to establish the feasibility of systems/subsystems/components meeting requirements and/or adequacy of design. The Contractor shall interface with AMRDEC, CERDEC, Aviation PEO/PMs, weapon system managers and the Army Aviation combat developer, to assess the current and future mission requirements for ASE programs. Data to be submitted IAW **DI-MISC-80508, CDRL A003**.

3.2.1.13 The Contractor shall provide expertise to develop/maintain accurate PMO ASE Program Management Automated Data System (PMADS) tasks inclusive of funding amount, obligation date, period of performance, and detailed notes, as required.

3.2.1.14 The Contractor shall ensure that all Technical Division team members, other ASE functional teams, customers, and management officials are effectively informed of all pertinent project information. The Contractor shall coordinate and facilitate meetings between PMO ASE, PEO Aviation platform PMOs, Aviation Engineering Directorate, other ASE stakeholders, and system contractors that will allow technical interchange to field ASE capabilities to the End User.

3.2.1.15 The Contractor shall review, comment, and disposition all PMO ASE Product contract delivery CDRLs.

3.2.1.16 The Contractor shall maintain the capability to utilize Federally Funded Research and Development Centers (FFRDCs) and University Affiliated Research Centers (UARCs) to assess future technology improvements and investments for PMO ASE and assess/resolve technical issues relative to PM ASE Products.

3.2.1.17 The Contractor shall develop and/or review specifications/documents related to system aircraft integration, interface control, test and evaluation, and airworthiness qualifications for all ASE systems. .

3.2.1.18 The Contractor shall support the foreign military sales of PM ASE Products by providing technical expertise in the review and development of associated documentation and the integration of its Products.

3.2.1.19 The Contractor shall provide technical expertise to develop, review, and execute the Bilateral Program Arrangement and Five Eye Nation Cooperative Test and Evaluation Project Arrangement, Program Management Plan and Program Security Instruction for PMO ASE.

3.2.1.20 The Contractor shall support extended and long-duration software, integration, test and analysis activities, to include overtime, weekend work/travel, and holiday support as required.

3.2.1.21 The Contractor shall provide threat (acquisition and intelligence) support directly related to foreign threat systems identified as Key Performance Parameters/ Key System Attributes (KPP/KSA) for Aircraft Survivability Equipment mission system products. The Contractor shall provide management of the Foreign Materiel Exploitation process to include prioritization and collaboration with specified stakeholders. The Contractor shall participate as a Subject Matter Expert on intelligence related requirements, meetings and decisions.

3.2.2 ASE Systems Engineering Requirements

3.2.2.1 The Contractor shall provide technical expertise in applying the systems engineering process throughout the system life cycle or development of new products and/or existing system products. The system engineering reports and products shall be prepared IAW **DI-MISC-80508, CDRL A003**. Working as part of a government/contractor team, the contractor shall participate in meetings between PMO ASE and Original Equipment Manufacturer (OEM) and participate in all system engineering related technical reviews.

3.2.2.2 The Contractor shall support the analysis, development, and integration of existing and/or emerging system technologies (including countermeasures, sensors, bus interfaces, embedded computer hardware/software, and embedded diagnostics) into suitable ASE systems and/or subsystems. Activities shall address cost, schedule, performance, T&E, and technical risk issues. The Contractor shall prepare draft system and subsystem specifications and interface requirements specifications for ASE system technologies.

3.2.2.3 The Contractor shall provide input to the development of ASE acquisition program documents such as Request for Information (RFI), Request for Proposals (RFPs), Statements of Work (SOWs), contract CDRLs, Technical Data Packages, and other system drawings and

specifications. The Contractor shall be required to directly enter into non-disclosure agreements with other commercial organizations in support of this task.

3.2.2.4 The Contractor shall provide support for Program Management Reviews (PMR), , Technical Interchange Meetings (TIM), Integrated Baseline Reviews (IBR), IPT meetings, user conferences, and other support meetings by preparing draft briefing notes, minutes, and action items. Provide technical Subject Matter Expert (SME) presentations at conferences/meetings, reviews and working groups to include preparation of briefings (content and visuals), development of agendas, and preparation/update of schedules. Presentation material shall be submitted IAW **DI-ADMN-81373, CDRL A004**.

3.2.2.5 The Contractor shall provide avionics support for data bus communication systems, navigation system interface, secure communications systems, and cockpit threat display configurations including review of specifications/interface control documents/models, electrical load analysis, antennae surveys, and electromagnetic interface.

3.2.2.6 The Contractor shall provide technical expertise in the compliance with environmental and safety laws and regulations. These efforts include ensuring adherence/compliance with all applicable laws and regulations.

3.2.2.7 The Contractor shall provide engineering expertise relative to threat functions, detection, acquisition, identification, discrimination, position determination, guidance and integration of threat sensors. This engineering expertise includes system safety, concept generation, simulation, design, experimentation, and evaluation.

3.2.2.8 The Contractor shall provide technical expertise for the management, direction, quality control, and execution of Manufacturing Science and Technology (MS&T) and Reliability, Maintainability & Sustainability (RM&S) programs for ASE systems. The Contractor shall provide expertise in manufacturing research, development, and application effort in the diverse technological fields of metals, non-metals, composites, electronics, chemical processing, and additive manufacturing.

3.2.2.9 The Contractor shall provide engineering and technical expertise for studies, evaluations of technologies, development and review of technical documentation in industrial operations proposed for PMO ASE. The Contractor shall provide Product Assurance (PA) technical expertise for PMO ASE.

3.2.2.10 The Contractor shall provide technical expertise with respect to Ultraviolet (UV), Infrared (IR), and Radio Frequency (RF) technologies for sensor systems.

3.2.2.11 The Contractor shall provide technical expertise for missile warning, laser warning, RF warning, RF jamming, flare countermeasures, chaff countermeasures, and laser countermeasures, including hardware, software, and firmware. The contractor shall provide technical expertise for timely consideration and integration of latest technological advances and military materiel requirements as these factors relate to and influence the execution of the technical tasks.

3.2.2.12 The Contractor shall provide technical expertise and recommendations in the development, integration, and maintenance of the PMO ASE Systems Engineering Plan (SEP) IAW **DI-MISC-80508, CDRL A003**. The SEP shall detail the planning and controls of all technical program tasks, management of an integrated system effort of design, test, logistics, software, production, and systems engineering to meet cost, technical performance, and supportability objectives of ASE programs.

3.2.2.13 The Contractor shall provide engineering and technical expertise in modeling and simulation methodology, modelling architecture, verification and validation, and simulation execution in support of ASE development, operation, and use. The term “simulation” shall include constructive, virtual, distributed, and detailed engineering (digital and Hardware-In-the-Loop or HWIL). The Contractor shall acquire or develop models, simulations (and simulators), and trainers which represent the functionality of all significant subsystems and components. The contractor shall perform modeling and simulation tasks associated with HWIL and target development.

3.2.2.14 The Contractor shall provide expertise for the planning, execution, and control of configuration management, status accounting, data management, and standardization programs for the development and integration of the ASE systems. The Contractor shall maintain access to WindChill and SharePoint applications required to support technical data management.

3.2.2.15 The Contractor shall manage and participate in Configuration Control Board (CCB) meetings and provide input regarding impact of proposed design changes and ECPs of ASE products.

3.2.2.16 The Contractor shall use the ASE Configuration Data Management Plan (CDMP) and CM policies to review, track, update, and archive ASE Product CDRLs and configuration control documents (to include specifications, Interface Control Documents, and Engineering Change Orders) to manage the approved ASE Product design baseline.

3.2.2.17 The Contractor shall provide technical expertise in Life Cycle Logistics Support and Acquisition Milestone documentation development of material associated with logistics for ASE programs. The Contractor shall interface with Product Support Managers to assess the current and future logistics and mission requirements for ASE. The Contractor shall develop, analyze, and assess Integrated Product Support Elements and Technical Data covering maintenance planning; manpower and personnel; supply support; support equipment; technical data; training and training support; computer resources support; facilities and infrastructure; packaging, handling, storage, and transportation; design influence/interface; sustaining engineering and product support management, as they relate to support ASE systems.

3.2.2.18 The Contractor shall perform requirement definition, analysis, design and development of ASE hardware or prototypes as allocated from the system requirements. The requirements analysis shall include the hardware/software interfaces, human factors, reliability, maintainability, and safety issues. Hardware Requirements Analysis Reports shall be prepared IAW **DI-MISC-80508, CDRL A003**.

3.2.2.19 The Contractor shall develop, review, and update component, sub-system and system specifications. The Contractor shall conduct analysis, review, and updates to specifications, interface control documents, aircraft integration documents and master plans/documentation for the ASE programs. The Contractor shall provide reports, white papers, and presentations IAW **DI-MISC-80508, CDRL A003** to support PMO program requirements.

3.2.2.20 The Contractor shall provide technical expertise in the areas of advance systems concepts, technology integration, scientific information missions and system engineering support/materials consistent with Research and Development/technology plans and programs. Develop unique database and network requirements; provide specified hardware and software; and implement necessary modifications and improvements to existing hardware and software.

3.2.2.21 The Contractor shall develop and document PMO ASE obsolescence management processes and provide an obsolescence project plan that illustrates standard requirements for a proactive Diminishing Manufacturing Sources and Material Shortages (DMSMS) program based on SD 22 Guidebook. The Contractor shall identify where each ASE Product is within the life cycle and establish an obsolescence strategy dependent on the acquisition/sustainment plan. The Contractor shall perform obsolescence analysis/part availability on Bills of Materials (BOMs) by utilizing Government approved predictive tools and databases. The Contractor shall review BOMs/parts lists for microelectronics and Commercial-Off-The-Shelf (COTS) components; identify and track issues/resolutions, maintain obsolescence databases, calculate DMSMS cost avoidance, and develop obsolescence strategy budget requirements.

3.2.2.22 The Contractor shall support technical reviews/audits IAW PMO ASE policies and procedures by preparing briefings, notes, minutes, and action items, IAW **DI-ADMN-81505, CDRL A002**. These reviews/audits include, but not limited to:

- a. System Functional Review (SFR)
- b. System Requirements Review (SRR)
- c. Preliminary Design Review (PDR)
- d. Critical Design Review (CDR)
- e. Functional Configuration Audit (FCA)
- f. Physical Configuration Audit (PCA)

3.2.2.23 The Contractor shall provide expertise to identify Critical Program Information, possible threat attack scenarios, threat attack impacts if scenarios are exploited, and new exploitation timelines to minimize impacts of threats and threat systems

3.2.2.24 The Contractor shall develop and implement a Program Protection Approach and provide expertise for the establishment and conduct of an IPT for the integration, operation and implementation of a Program Protection Plan for PM ASE systems as required.

3.2.2.25 The Contractor shall coordinate with ARTPC to conduct Critical Program Information (CPI) Assessments and complete the Intelligence Production Requests (IPR) for an assessment of the threats to CPI.

3.2.2.26 The Contractor shall coordinate with PEO IEW&S to perform Critical Function Analysis (CFA) to identify critical logic bearing components and then submit these components to the Defense Intelligence Agency (DIA) Threat Assessment Center (TAC) for threat assessments.

3.2.2.27 The Contractor shall mitigate Program Protection risk through countermeasure development, to include Software Assurance (SwA), Supply Chain Risk Management (SCRM), Cybersecurity, and Anti-Tamper.

3.2.2.28 The Contractor shall coordinate with the 902nd Military Intelligence to develop Counterintelligence Support Plans (CISP) for PM ASE Products as required.

3.2.2.29 The Contractor shall assist in the development of a Security Classification Guides (SCG) associated with PM ASE Products as required.

3.2.2.30 The Contractor shall assist the Product Mangers in the development of Technology Assessment and Control Plans (TA/CP) associated with PM ASE Products as required.

3.2.3 ASE Software Engineering Requirements

3.2.3.1 The Contractor shall provide software engineering expertise for the development and integration of ASE. Additionally, the Contractor shall provide expertise in support of ASE software and mission systems risk reduction efforts to include software and architecture planning and strategy efforts. All Computer Software Configuration Items (CSCI) shall be compliant with PMO ASE or applicable Security Classification Guides (SCG).

3.2.3.2 The Contractor shall conduct technical reviews/audits IAW PMO ASE policies, procedures, and the approved Software Development Plan (SDP). The following software and systems engineering reviews include, but not limited to:

- a. System/Software Requirements Review (SRR)
- b. System/Software Design Review (SDR)
- c. Software Specification Review (SSR)
- d. Preliminary Design Review (PDR)
- e. Critical Design Review (CDR)
- f. In-Process Review (IPR)
- g. Test Readiness Review (TRR)
- h. Functional Configuration Audit (FCA)
- i. Physical Configuration Audit (PCA)
- j. Formal Qualification Review (FQR)
- k. Technical Interchange Meetings (TIM)

The Contractor shall support these technical reviews/audits by preparing briefings, notes, minutes, and action items, IAW **DI-ADMN-81505, CDRL A002**

3.2.3.3 The Contractor shall participate in the development, installation, checkout, and maintenance of Software Development Environment (SDE)/test bed equipment and software including software development and testing for ASE systems. The Contractor shall provide support in modifying and updating all the associated SDE/test beds as a result of system or software modifications made to the target system for which the SDE/test bed was established. All SDE/Test Bed Reports shall be prepared IAW **DI-MISC-80508, CDRL A003**.

3.2.3.4 The Contractor shall use the PMO ASE software processes, procedures, and standards for the software development of any software to be created, updated, or modified that is associated with a software system for which PMO ASE has responsibility. The Software Development Plan (SDP) shall be the controlling document for all software development related to a PMO ASE life-cycle software build.

3.2.3.5 The Contractor shall perform software requirements analysis/development, software design, code and unit test/integration test as defined in the SDP, as tailored for the specific PMO ASE project.

3.2.3.6 The Contractor shall develop and conduct software test programs to include, but not limited to; Formal Qualification Tests (FQT), System Integration Tests (SIT), System Performance Tests (SPT), or Design Verification Tests (DVT) as defined in the SDP and as tailored for the specific PMO ASE project.

3.2.3.7 The Contractor shall participate in the assessment of the adequacy of hardware and software tools; in the development/modification of appropriate hardware and software support tools; in the establishment of appropriate hardware and software maintenance capabilities; in the assessment of system software and support software technical data packages and hardware support facilities; in the assessment of the software supportability environment; in the assessment of the software design for supportability and, if appropriate, interoperability capability; perform demonstrations as appropriate; and provide input in evaluation, development, modifications of computer resource life cycle documentation, Post Deployment Software Sustainment (PDSS) transitions and plans, waivers, tactical and non-tactical databases, development procedures, guidelines, and mission element needs.

3.2.3.8 The Contractor shall provide input for the preparation of a system Software Supportability Assessment Report or prepare a draft of a system Software Supportability Assessment Report IAW **DI-MISC-80508, CDRL A003**.

3.2.3.9 The Contractor shall provide resources for the test, integration, and fielding of the software products. This includes such things as copying the executable software to the media used to deliver to the End User, preparing software release notes, providing electronic distribution of the software, coordinating the distribution with the End User, maintaining distribution records of software versions installed on end user hardware, and delivering software to the End User.

3.2.3.10 The Contractor shall participate in software process assessments, software process improvement planning, software process documentation, organization metrics collection, metrics analysis and metrics reporting.

3.2.3.11 The Contractor shall provide support in system and software engineering aspects of threat assessments, development/analysis of system/software requirements, development/analysis of system/software design, hardware/software architecture reviews, and tracing of the system requirements throughout the software development process to ensure that the code reflects the system requirements and is properly designed, tested, released and fielded for system performance as required.

3.2.3.12 The Contractor shall use a software Quality Assurance (QA) procedures database for reference purposes and shall establish and implement a developer system/software quality program using the ANSI/ISO/ASQ Q9000-2000 as a reference. The system/software quality program shall be consistent with the PM ASE plans, practices, tools and operating procedures. The quality program shall apply to all deliverable products provided by the Contractor. The Contractor shall document the quality program performance activities, problems, and plans in a quality program progress and status report IAW **DI-MGMT-80227, CDRL A001**.

3.2.3.13 The Contractor shall manage and participate in software CCBs and Software Requirements Boards (SRB) and provide input regarding impact of proposed design changes and ECPs of ASE products.

3.2.3.14 The Contractor shall perform analysis of hardware, software, and algorithms in order to investigate issues of Government-defined performance and improvements. The Contractor shall evaluate algorithms and software and firmware designs to ensure technically feasible goals have been met, programs conform to regulatory requirements, and that no programming practices have been adopted which would unduly limit the flexibility of the item.

3.2.3.15 The Contractor shall perform development, proof-of-principle evaluations, prototype fabricating, testing, evaluation and updating, analysis and review, configuration audits and reviews, studies, independent analyses, and formulate and recommend alternative solutions to engineering and technical problems.

3.2.3.16 The Contractor shall analyze, implement and test Automated Test Equipment (ATE), Built-In Test Equipment (BITE) and automated data acquisition systems. The contractor shall analyze and evaluate concepts, techniques and data from ATE, BITE and automated data acquisition systems.

3.2.4 Platform Integration Requirements

3.2.4.1 The Contractor shall provide survivability equipment technical expertise and associated systems engineering services for ASE integration on rotary and fixed wing platforms. The Contractor shall lead the aircraft integration processes to include, but not limited to, PDR, CDR, prototyping, Modification Work Orders (MWO) development, to support ASE A-kit development, test, fielding, and sustainment.

3.2.4.2 The Contractor shall provide expertise to develop/review technical documents related to aircraft integration, interface control, and airworthiness qualifications for the survivability systems. The Contractor shall author/review appropriate documentation to facilitate contracts awarded on time.

3.2.4.3 The Contractor shall provide input to management for future ASE Aircraft Integration tasks to include schedule projections, estimated costs, and technical input related to Non-Recurring Engineering (NRE) on both rotary and fixed wing Army aircraft. The Contractor shall provide technical input for space, weight and power changes pertaining to each platform.

3.2.5 Test Requirements

3.2.5.1 The Contractor shall provide technical engineering and subject matter expertise and support for T&E of basic research, research and development of exploratory and advanced development projects, technical specialty areas, and efforts to advance technology for ASE programs and products. The Contractor shall provide technical engineering and subject matter expertise in T&E across all phases of program acquisition.

3.2.5.2 The Contractor shall evaluate and enhance RF, IR, and UV sensor performance, evaluate signal processing, evaluate countermeasures/counter-countermeasures techniques and processing.

3.2.5.3 The Contractor shall provide technical test management and subject matter expertise for the collection of broad spectrum target and background radiometric data for the development of threat models, target models, aircraft targets, background scenes, and simulations.

3.2.5.4 The Contractor shall provide technical expertise in the research and development of RF, IR, Visible, UV, and hyperspectral technology techniques, hardware, and systems for reducing the effects of environments and countermeasures on performance.

3.2.5.5 The Contractor shall contribute to and report on formal design/test implementation reviews IAW **DI-MISC-80508, CDRL A003**.

3.2.5.6 The Contractor shall provide technical management and subject matter expertise in the development, integration, and support of training aids and devices, system and computer resource training, and end user training for ASE systems and T&E instrumentation, hardware, and software IAW **DI-ADMIN-81373, CDRL A004**. The Contractor shall provide technical management and subject matter expertise in the development, integration, and support of software, models, and simulations required to support training aids, devices, and training software.

3.2.5.7 The Contractor shall provide technical expertise in the measurement, analysis, modeling, and processing of automatic/assisted target recognition and surveillance systems/sub-systems including optical processing technology, hyper spectral technology, and polarization.

3.2.5.8 The Contractor shall provide technical expertise with respect to techniques, components, devices, phenomenology, and subsystems which are a part of directed energy systems. These functions shall include target detection, electromagnetic beam generation, beam control, propagation, beam preservation, kill assessment, retargeting, countermeasures, and high-energy systems.

3.2.5.9 The Contractor shall perform interoperability engineering and interoperability tests to include analysis of system requirements, development of plans/procedures for interface with other systems, analysis of standards, and post-test analysis.

3.2.5.10 The Contractor shall identify parameters which directly influence performance of PM ASE and related systems. The Contractor shall develop error budgets, analytical models and associated data processing tools, including automated tools based on Government-defined parameters. This task shall support continued analysis and determination of critical performance parameters.

3.2.5.11 The Contractor shall perform parallel analyses or spot-check analyses performed by external offices and other agencies to validate their analytic conclusions.

3.2.5.12 The Contractor shall perform analysis of hardware and software using test data, simulation data, and/or Digital System Models to identify the cause of anomalies, failures, or unacceptable performance of a system, subsystem or component.

3.2.5.13 The Contractor shall perform comparative analysis to determine the advantages and disadvantages of different components and mechanizations, including algorithms and embedded software for ASE Products. Literature and vendor surveys shall be performed when required.

3.2.5.14 The Contractor shall perform comparative analysis of different candidate systems, subsystems, and components to establish performance for a defined set of requirements. The integrated performance of several systems against a set of requirements shall be investigated.

3.2.5.15 The Contractor shall conduct root-cause assessments of design problems identified in field exercises, range demonstrations, flight tests, laboratory experiments, digital system models, and simulations. The Contractor shall participate in study teams, as required to address specific design issues and to make technical recommendations for Government consideration.

3.2.5.16 The Contractor shall provide technical management and subject matter expertise in the development and integration of models and simulation in support of identified operations, systems, and subsystems. The Contractor shall develop new models or modify existing models, as required, for simulations from Government-furnished analysis, design, and test data IAW Government-furnished changes. These changes shall describe hardware (if required) and software modification requirements and other changes that are generated and required as a system evolves through development and testing. The Contractor shall develop procedures and conduct integration, verification, and validation of developed models and simulations in order to ascertain fidelity.

3.2.5.17 The Contractor shall provide technical management and subject matter expertise in the development and integration of new threat simulator(s) as required to support T&E as ASE systems evolve, and to support new ASE acquisition programs. The Contractor shall provide technical management and subject matter expertise in the modification of existing simulation systems to support T&E as ASE systems evolve through development and testing. The Contractor shall describe hardware and software modification requirements, replacement of existing components and subsystems, integration requirements, and other changes that are generated and required to support T&E and system development. The Contractor shall develop procedures and conduct verification and validation of developed and/or modified simulators in order to ascertain fidelity.

3.2.5.18 The Contractor shall provide technical management and subject matter expertise in the development and integration of new target systems as required to support T&E as ASE systems evolve, and to support new ASE acquisition programs. The Contractor shall provide technical management and subject matter expertise in the modification of existing target systems to support T&E as ASE systems evolve through development and testing. The Contractor shall describe hardware and software modification requirements, replacement of existing components and subsystems, integration requirements, and other changes that are generated and required to support T&E and system development. The Contractor shall develop procedures and conduct verification and validation of developed and/or modified targets in order to ascertain fidelity.

3.2.5.19 The Contractor shall perform simulations for/by pre- and post-test analyses, HWIL analyses, and Distributed Interactive Simulation (DIS) exercises for systems, subsystems and components. Factors to be addressed include definition of simulation objectives, data collection requirements, data reduction requirements, and development of range safety and launch boundaries.

3.2.5.20 The Contractor shall provide the requisite technical and operational expertise to configure and operate simulation suites and systems as required to achieve T&E exercises or to meet experiment requirements. The Contractor shall coordinate and provide readiness support for efforts including those requiring simulation assets.

3.2.5.21 The Contractor shall keep and update T&E plans and assist the Government in the setup, data recording, and analysis required for T&E of equipment and capabilities for fielding.

3.2.5.22 The Contractor shall formulate and submit suggested T&E plans, schedules, options, and program modifications as required by the Government.

3.2.5.23 The Contractor shall establish and/or provide recommended technical/test requirements, specifications, acceptance criteria and measuring programs consistent with design criteria.

3.2.5.24 The Contractor shall plan, develop, and execute recommended changes and requirements for Government test ranges and laboratory test facilities as required to support T&E as ASE systems evolve through development and testing.

3.2.5.25 The Contractor shall prepare, facilitate coordination, preserve, update, review, and evaluate T&E documentation such as charters; Test and Evaluation Master Plans (TEMP); evaluation and assessment plans; test plans, procedures, and reports; T&E automation requirements and automation plans; T&E matrices, crosswalks, schedules; T&E issues, criteria, characteristics, and parameters; and T&E associated annexes and attachments.

3.2.5.26 The Contractor shall conduct technical reviews/audits IAW PMO ASE policies and procedures. The following engineering reviews include, but are not limited to:

- a. System/Software Requirements Review (SRR)
- b. System/Software Design Review (SDR)
- c. Software Specification Review (SSR)
- d. Preliminary Design Review (PDR)
- e. Critical Design Review (CDR)
- f. In-Process Review (IPR)
- g. Test Readiness Review (TRR)
- h. Technical Interchange Meetings (TIM)

The Contractor shall support these technical reviews/audits by preparing briefings, notes, minutes, and action items, IAW **DI-ADMN-81505, CDRL A002**

3.2.5.27 The Contractor shall provide technical expertise to monitor, observe, witness, facilitate coordination, and document the progress and results of tests, demonstrations, special investigations, and inspections to include, but not limited to:

- a. Test photographic and video documentation.
- b. Testability analyses.
- c. Identification of required test resources and facilities.
- d. T&E related analyses and studies.
- e. Test Incident Reports (TIR) preparation and preservation, and corrective actions process support.

3.2.5.28 The Contractor shall provide technical expertise in test data and information database management and tracking to include, but not limited to:

- a. Prepare, update, collect, automate, store, and sustain test, demonstration, special investigation, inspection data and information.
- b. Sustain and automate TIR, corrective action, and closure status.
- c. Provide statistical and graphical analysis of T&E data.
- d. Develop, automate, update, sustain and or improve T&E data.
- e. Provide digitization support to T&E documentation.

3.2.5.29 The Contractor shall provide technical expertise to review, facilitate coordination, and recommend updates to documents with regard to T&E policy, regulation, and guidance.

3.2.5.30 The Contractor shall plan and develop fully executable test plans, scenarios, and procedures to demonstrate assemblages of distributed systems, systems and subsystems in order to examine performance in digital system models, field exercises, flight tests, captive flight tests,

HWIL tests and DIS experiments. The Contractor shall ensure by prior simulation and analysis that adequate instrumentation is provided so that phenomena observed can be investigated and explained. The Contractor shall conduct these tests directly or assist the Government in a support role. The Contractor shall provide on-site and/or remote technical test and data analysis in the analysis of system performance data and prepare quick look data products and formal test reports.

3.2.5.31 The Contractor shall provide technical management and subject matter expertise to develop analyses, tests, and test plans that make use of Scientific Test and Analysis Techniques such as Design of Experiment (DOE) methods. The Contractor shall review other test agency analyses, tests, and test plans to validate their use of appropriate methods and metrics.

3.2.5.32 The Contractor shall design tests to ensure that when systems/subsystems are placed in “operational tests,” that an acceptably low probability of occurrence of unexplained or anomalous performance exists. The Contractor shall design and have available tools and techniques to support rapid diagnosis should non-nominal behavior be observed. The Contractor shall conduct these tests directly or assist the Government in a support role. The Contractor shall provide on-site and/or remote technical test and data analysis in the analysis of “operational tests” and prepare quick look data products.

3.2.5.33 The Contractor shall examine Government Furnished Property (GFP), Government Furnished Equipment (GFE), test plans and procedures and develop recommendations for changes as required and review conduct of tests by others. The Contractor shall ensure that any anomalous results are not due to inadequate procedures or instrumentation and perform such assessments as are required to determine root causes of problems. The Contractor shall develop recommendations for modifications as required based on performed assessments.

3.2.5.34 The Contractor shall design tests and develop test plans to obtain performance data of systems, subsystems, and components under a variety of test environments (vibration, shock, temperature, humidity, natural, man-made environments, etc.) IAW **DI-MISC-80508, CDRL A003**. The Contractor shall conduct these tests directly or assist the Government in a support role. The Contractor shall provide on-site and/or remote technical test and data analysis and evaluation of the system’s performance and prepare quick look data products and formal reports as required.

3.2.5.35 The Contractor shall conduct or assist the Government in the setup, conduct, troubleshooting, data recording, and real-time data analysis for laboratory, HWIL, DIS, and captive/field testing. Testing shall be for assemblages of distributed systems, systems, subsystems and components. The Contractor shall conduct these tests directly or assist the Government in a support role. The Contractor shall provide on-site technical test and data analysis in the analysis of system performance data and prepare quick look data products using Government Furnished Equipment (GFE) and other data recording devices. The Contractor shall prepare formal reports and conduct data out briefs as required.

3.2.5.36 The Contractor shall provide expertise in the coordination of all flight testing relative to the T&E of ASE systems. The Contractor shall assess ASE system flight performance and shall provide test planning expertise to include communications, test site advance team coordination, and on-site support during flight testing. This includes the coordination of personnel deployment for the use of ground-based missile simulators and radiometric support equipment, as well as summary reports. T&E support shall occasionally involve in-flight test activities while flying on test platforms. The Contractor shall ensure test personnel are qualified to fly on U.S. Army aircraft.

3.2.5.37 The Contractor shall develop and/or review specifications/documents related to system aircraft integration, interface control, test and evaluation, and airworthiness qualifications for all ASE systems. The Contractor shall execute tests and evaluate system performance, as required, to determine airworthiness of ASE systems and to ensure the requirements of airworthiness qualification plans are met.

3.2.5.38 The Contractor shall provide expertise to identify Critical Program Information, possible threat attack scenarios, threat attack impacts if scenarios are exploited, and new exploitation timelines to minimize impacts of threats and threat systems.

3.3 Performance Criteria Matrix

PWS Ref	Deliverable or Required Services	Performance Standard(s)	Acceptable Quality Level (AQL)	Method of Surveillance
3.2	Monthly Progress, Status, and Management Report	<p>Timeliness – Report delivered on time IAW DI-MGMT-80227 CDRL A001</p> <p>Quality – Report accurately reflects project status and cost IAW DI-MGMT-80227 CDRL A001</p>	<p>Contractor delivery of Monthly Progress, Status and Management Reports are no greater than 10 work days late. Performance meets contract requirements. Problems that are encountered are minor and resolved in a satisfactory manner. 90% delivered on-time.</p>	100% Inspections
3.2	Trip Report/ Record of	Timeliness – Report delivered on time and	Contractor delivery is no	100% Inspections

PWS Ref	Deliverable or Required Services	Performance Standard(s)	Acceptable Quality Level (AQL)	Method of Surveillance
	Meeting/Minutes Report	IAW DI-MISC-80508 CDRL A002 Quality – Briefings, notes, minutes, and action items are clearly written and IAW DI-MISC-80508 CDRL A002	greater than 5 work days after travel and/or attendance of meetings, conferences, and seminars. 90% delivered on-time.	
3.2	Technical Report-Study/Services, and Results of Studies and Analyses	Timeliness – Report delivered on time and IAW DI-MISC-80508 CDRL A003 Quality - Documentation shall be prepared and delivered IAW DI-MISC-80508, CDRL A003	Contractor delivery of Technical Reports is on time IAW DI-MISC-80508 CDRL A003. 90% delivered on-time.	100% Inspection
3.2	Presentation Material	Timeliness – Report delivered on time and IAW DI-ADMIN-81373 A004 Quality - Documentation shall be prepared and delivered IAW DI-ADMIN-81373, CDRL A004	Contractor delivery of Presentation Material is on time IAW DI-MISC-80508 CDRL A004. 90% delivered on-time.	100% Inspection
4.6	Quality Control Plan	Provide detailed and accurate plan within ten (10) business days from task order award	Meets contract requirements. 100% delivered on-time.	100% Inspection
6.0	Invoice	Timeliness – Invoice	95% delivered on	100%

PWS Ref	Deliverable or Required Services	Performance Standard(s)	Acceptable Quality Level (AQL)	Method of Surveillance
	Submission	submitted on time Quality – Proper invoice and there is no disagreement over quantity, quality, or contractor compliance with task order requirement	time 95% Accurate	inspection of each invoice

4.0. DELIVERY AND PERFORMANCE INFORMATION

4.1 Deliverables: All data deliverables shall be submitted electronically to the Contracting Officer's Representative (COR) in Contractor's format that is Microsoft Office compatible. All deliverables shall be delivered to the COR no later than the dates specified or other Government-approved schedule. All deliverables become property of the U.S. Government. Data provided shall be delivered as follows (see Attachment 1 for Draft CDRLs):

- a) Contractor's Monthly Progress, Status and Management Report shall be submitted IAW **DI-MGMT-80227, CDRL A001.**
- b) Report, Record of Meeting/Minutes shall be submitted IAW **DI-ADMN-81505, CDRL A002.**
- c) Technical Report-Study/Services, and Results of Studies and Analyses shall be submitted IAW **DI-MISC-80508, CDRL A003.**
- d) Presentation Material shall be submitted IAW **DI-ADMN-81373, CDRL A004.**

The COR reserves the right to prioritize work and negotiate any changes in delivery dates.

Unsatisfactory Work – Performance by the contractor to correct defects identified by the Government as a result of quality assurance surveillance and by the contractor as a result of quality control shall be at the contractor's own expense without additional reimbursement by the Government.

The acceptance of deliverables and satisfactory work performance required herein shall be based on the standards as specified in the requirements per Section 3 of this document and the Performance Criteria Matrix. The COR will review the Contractor's performance indicators in accordance with all the specifications stated in this document. Only the COR or authorized alternate has the authority to inspect, accept, or reject work performed under this task order.

4.2 Inspection: All deliverables will be inspected for content, completeness, accuracy, and conformance to TO requirements by the COR. Inspection may include validation of information or software through the use of automated tools, testing, or inspections of the deliverables, as specified in the TO. The scope and nature of this inspection will be sufficiently comprehensive to

ensure the completeness, quality, and adequacy of all deliverables. The Government requires a period not to exceed (NTE) 15 workdays after receipt of final deliverable items for inspection and acceptance or rejection.

4.3 Acceptance: The basis for acceptance shall be compliance with the requirements set forth in the TO, the Contractor's proposal, and relevant terms and conditions of the contract. Reports, documents, and narrative-type deliverables will be accepted when all discrepancies, errors, or other deficiencies identified in writing by the Government have been corrected. If the draft deliverable is adequate, the Government may accept the draft and provide comments for incorporation into the final version.

Deliverable items rejected shall be corrected in accordance with the applicable clauses. All of the Government's comments on deliverables must either be incorporated in the succeeding version of the deliverable, or the Contractor must demonstrate to the Government's satisfaction why such comments should not be incorporated.

If the Government finds that a draft or final deliverable contains spelling errors, grammatical errors, or improper format, or otherwise does not conform to the requirements stated within this TO, the document may be immediately rejected without further review and returned to the Contractor for correction and resubmission. If the Contractor requires additional Government guidance to produce an acceptable draft, the Contractor shall arrange a meeting with the COR.

4.4 Draft Deliverables: The Government will provide written acceptance, comments, and/or change requests, if any, within 15 workdays from Government receipt of the draft deliverable. Upon receipt of the Government's comments, the Contractor shall have ten workdays to incorporate the Government's comments and/or change requests and to resubmit the deliverable in its final form.

4.5 Written Acceptance/Rejection by the Government: The COR will provide written notification of acceptance or rejection of all final deliverables within ten workdays unless specified otherwise in the TO. All notifications of rejection will be accompanied with an explanation of the specific deficiencies causing the rejection.

4.6 Quality Control Plan (QCP): In compliance with standards as specified in the requirements per Section C of this document, the contractor shall provide and maintain a Quality Control Plan (QCP) that contains, as a minimum, the items listed in Section 3.0 to the Contracting Officer (CO) for acceptance not later than ten (10) business days after the contract award. The CO will notify the contractor of acceptance or required modifications to the plan within five (5) work days. The contractor shall make appropriate modifications and obtain final acceptance of the plan by the CO within five (5) work days of notification of required changes.

The plan shall include the following minimum requirements:

- a) A description of the inspection system to cover all services listed in Section 3.0. Description shall include specifics as to the areas to be inspected on both a scheduled and unscheduled basis, frequency of inspections, and the title and organizational

- placement of the inspectors. Additionally, control procedures for any Government provided keys or lock combination should be included.
- b) A description of the methods to be used for identifying and preventing defects in the quality of service performed.
 - c) A description of the records to be kept to document inspections and corrective or preventive actions taken.
 - d) All records of inspections performed shall be retained and made available to the Government upon request throughout the task order period of performance, and for the period after task order completion, until final settlement of any claims under this task order.

4.7 Quality Assurance: The Government will evaluate the contractor's performance of this task order. For those services listed in Section 3.0, the COR will follow the method of surveillance specified in this task order. Government personnel will record all surveillance observations. When an observation indicates defective performance, the COR will require the Contractor task order manager or representative at the site to initial the observation. The initialing of the observation acknowledges that he or she has been made aware of the defective performance and does not necessarily constitute concurrence with the observation. Government surveillance of services not listed in Section 3.0 or by methods other than those listed in the Performance/Deliverables Matrix (such as provided in the Inspection of Services clause) may occur during the performance period of this task order. Such surveillance will be done according to standard inspection procedures or other task order provisions. Any action taken by the Contracting Officer (CO) as a result of surveillance will be according to the terms of this task order.

4.8 Preservation and Packaging: All unclassified data delivered under this task order shall be packaged, packed, and marked as necessary to assure safe delivery to the addresses indicated on the DD Form(s) 1423. All classified data generated under this task order shall be handled in accordance with the National Industrial Security Program Operating Manual (NISPOM), dated January 1995, and the intelligence addendum attached to the contract DD Form 254, Contract Security Classification Specification, set forth at Attachment 2, hereto.

4.9 Public Release of Contract Documents Requirement: The Contractor agrees to submit, within ten workdays from the date of the Contracting Officer's execution of the initial TO, or any modification to the TO (exclusive of Saturdays, Sundays, and Federal holidays), a portable document format (PDF) file of the fully executed document with all proposed necessary redactions, including redactions of any trade secrets or any commercial or financial information that it believes to be privileged or confidential business information, for the purpose of public disclosure at the sole discretion of GSA. The Contractor agrees to provide a detailed written statement specifying the basis for each of its proposed redactions, including the applicable exemption under the FOIA, 5 U.S.C. § 552, and, in the case of FOIA Exemption 4, 5 U.S.C. § 552(b)(4), shall demonstrate why the information is considered to be a trade secret or commercial or financial information that is privileged or confidential. Information provided by the Contractor in response to the contract requirement may itself be subject to disclosure under the FOIA. Submission of the proposed redactions constitutes concurrence of release under FOIA.

GSA will carefully consider all of the Contractor's proposed redactions and associated grounds for nondisclosure prior to making a final determination as to what information in such executed documents may be properly withheld.

4.10 Kick-Off Meeting: Within fourteen (14) working days following the task order award date or the period of performance start date, the contractor shall schedule and attend a "kick-off" meeting to review the contract terms and conditions. The meeting location will be determined after award. The contractor shall provide meeting minutes to the GSA Contracting Officer (CO) no later than five (5) work days after the meeting.

4.11 Roles and Responsibilities of Key Government Personnel: The following subsections specify roles and responsibilities of key government personnel.

CONTRACTING OFFICER

The Contracting Officer's authority is defined in FAR 1.602.

CONTRACTING OFFICERS REPRESENTATIVE (COR)

The CO will appoint a COR in writing through a COR Appointment Letter that will be provided to the Contractor upon award in accordance with DFAR 252.201-7000. The COR will receive, for the Government, all work called for by the TO and will represent the CO and work with the Technical Monitors in the technical phases of the work. The contractor will receive a copy of the written designation after award of task order. The COR is responsible for monitoring performance for the client agency and GSA. Management of this task order will primarily be performed by GSA through the COR. The COR will participate in project meetings, represent the CO in the technical phases of the work, and receive task order deliverables. The COR will provide technical assistance and clarification required for the performance of this task. The COR will not provide any supervision or instructional assistance to contractor personnel. The COR is not authorized to change any terms or conditions of the task order. Changes in the task order requirements, price or terms and conditions can only be made by the CO via properly executed modifications to the task order.

TECHNICAL MONITOR (TM)

The CO will appoint TMs in writing through an Appointment Letter that will be provided to the Contractor upon award. The TM will receive, for the Government, all work called for by the TO and will represent the COR in the technical phases of the work. The TM will provide no supervisory guidance to Contractor personnel. The TM is not authorized to approve deliverables or change any of the terms and conditions, scope, schedule, or cost of the Contract, or TO. The TM will provide recommendations to the COR. Changes in the scope of work will be made only by the CO by properly executed modifications to the TO.

4.12 Contractor Performance Assessment Reporting System

TO performance will be evaluated and captured through the Contractor Performance Assessment Reporting System (CPARS) module (located at <https://www.cpars.gov/>). At a minimum, TO performance will be evaluated by GSA Assisted Acquisition Service (AAS) on a yearly basis and upon TO completion. Evaluations of Contractor performance will be provided to the Contractor as soon as practicable after completion of the evaluation. Contractors will be given a minimum of sixty (60) days to submit comments, rebutting statements, or additional information, before it is finalized. Once the Contractor's past performance evaluation is finalized in CPARS, it will be transmitted into the Past Performance Information Retrieval System (PPIRS).

Copies of the evaluations, Contractor responses, and review comments, if any, will be retained as part of the TO file, and may be used by Federal agencies to support future award decisions.

4.13 Contract Administration and Management: The following subsections specify requirements for contract, management, and personnel administration.

Contract Management

The Contractor shall establish clear organizational lines of authority and responsibility to ensure effective management of the resources assigned to the requirement. The Contractor must maintain continuity between the support operations at all CONUS and OCONUS locations and the Contractor's corporate offices.

Contract Administration

The Contractor shall establish processes and assign appropriate resources to effectively administer the TO and ensure performance of effective assistance to the Government. The Contractor shall respond to Government requests for contractual actions within three (3) working days. The Contractor shall have a single point of contact for program/technical and contract issues between the Government and Contractor personnel assigned to support this task order. The Contractor shall assign work effort and maintain proper and accurate time keeping records of personnel assigned to work on the requirement and shall provide those records to the Government upon request.

Personnel Administration

The Contractor shall maintain training of personnel as required to perform the PWS requirements. The Contractor shall make necessary travel arrangements for employees. The Contractor shall provide necessary infrastructure to support the TO.

4.14 Technical Surveillance: Performance by the Contractor of the technical aspect of this contract shall be under the cognizance of PMO ASE. The Government, through PMO ASE, will nominate technical monitors with technical surveillance of the Contractor, within the scope of this contract, to include CORs.

Changes to the terms or conditions of this task order shall only be made in writing, and such change shall be executed by modification of the task order by the contracting officer. The Contractor is responsible for ensuring that all Contractor personnel are notified of this provision. All changes, whether within or out-of-scope of this TO, performed by Contractor personnel

without specific prior written authorization from the contracting officer are not considered to be authorized by the Government and shall not be binding on the Government, nor shall the Government be obligated to pay any costs associated therewith. The Contractor assumes liability for any and all costs resulting directly or indirectly from the performance of unauthorized work by Contractor personnel.

4.15 OCI Subcontract Management: The Contractor shall be responsible for all subcontract management necessary to integrate work performed on this requirement and shall be responsible and accountable for subcontractor's performance on this requirement. The prime Contractor will manage work distribution to ensure there are no Organizational Conflict of Interest (OCI) considerations.

4.16 Over-and-Above Requirements – Optional (CLIN 0002 – Labor Hour)

To account for mission readiness, an optional Over-and-Above Contract Line Item Number (CLIN) has been established for surge support for each Period of Performance of this Task Order. The Over-and-Above CLIN is applicable only for the augmentation of ongoing Engineering Support Services under the PWS. Over-and-Above labor hours may require existing employee overtime, full-time laborers, temporary laborers, part-time laborers, added subcontractor support or any combination thereof. Should employee overtime be utilized, overtime is defined as performance of services by an individual employee beyond 80 hours in a given 2-week pay period. The contractor shall coordinate and receive prior approval from the COR for the desired Over-and-Above labor hours. The Over-and-Above labor categories and rates will be incorporated into the task order award, and these rates shall not be exceeded. This CLIN shall not be used for new or additional task requirements.

4.16.1 Over and Above Requirements Approval Process

Over-and-Above Requirements may be directed by the Government or requested by the contractor for approval at the Government's discretion. COR approval is required prior to proceeding with labor under the Over-and-Above CLIN. The Contractor shall fill the required positions within 30 days of execution of the contract modification unless otherwise approved by the Government. The Government reserves the right to purchase Over-and-Above Requirements at any time during the Period of Performance of this task order. The total amount of all Over-and-Above labor shall not exceed the awarded Over-and-Above CLIN's ceiling amount for each Period of Performance.

If the Over-and-Above Requirements are requested by the contractor, the Contractor shall submit an Over-and-Above Request to the COR for approval. The Over-and-Above Request shall, at a minimum, include: 1) date of request, 2) PWS task items numbers, 3) employee name, 4) labor category, 5) labor hours requested, 6) the pre-negotiated Over-and-Above labor rate, 7) total cost of Over-and-Above labor for each PWS task item and total overall cost of the Over-and-Above Request, 8) estimated time period for the surge support work; 9) brief justification describing

why work could not be accomplished under the firm-fixed price base requirement task, and 10) other information as required by the COR. The form should include signature and date blocks for the required approvals.

4.16.2 Overtime during Travel: The Contractor shall not charge the Government overtime during actual travel / “on-the-road” time to and from the place of performance regardless of location. The time zone for the place of performance/duty location will establish the basis for normal duty hours, so any overtime requests to the COR shall account for the time zone of the place of performance/duty location.

4.16.3 Performance of Over-and-Above Requirements

Prior to performing services, the Contractor must receive COR approval of Over-and-Above Requirements and ensure adequate funding is available on the task order. The Contractor shall notify the COR and Contracting Officer in writing as soon as there is reason to believe that the Over-and-Above costs it expects to incur may exceed 1) the estimated amount pre-approved by the Government or 2) the amount of funding available under CLIN X002. If it’s anticipated the Over-and-Above labor cost will exceed the amount pre-approved by the COR, the Contractor shall promptly submit an additional or amended Over-and-Above Request for the Government’s approval. If it’s anticipated that the amount of funding available on the task order will not be sufficient, the Contractor shall notify the COR that additional funds will be required and provide information as to why the work could not be accomplished within the approved amount. The Contractor is not authorized to work or to continue work without adequate funding. If the Contractor performs without Government pre-approval, exceeds the estimated cost pre-approved, or exceeds the funding available, they do so at their own risk. The Government will not be liable for any costs beyond what is pre-approved by the COR or that exceeds the available funding.

4.16.4 Payment of Over-and-Above Requirements

This task order has a designated (CLIN) for Over-and-Above Requirements. When the Contractor submits their invoice for Over-and-Above Requirements, the Contractor shall include 1) the evidence of the pre-approved Over-and-Above labor hours and 2) an Over-and-Above Requirements Summary Report identifying all Over-and-Above Requirements during that invoice period. The Over-and-Above Requirements Summary Report will be submitted in excel spreadsheet format and include the Over-and-Above PWS Task Item Number, employee name, labor category, date COR approved the Over-and-Above Request and/or modification was issued, time period/dates surge support was performed, and total Over-and-Above Requirements cost. These documents will be input as an attachment in GSA’s IT-Solutions Shop (ITSS) with the Contractor’s invoice submission. The Contractor will only be reimbursed for pre-approved Over-and-Above Requirements actually completed. All OASIS contract access fee (CAF) costs associated with Over-and-Above Requirements will be invoiced against the CAF CLIN.

5.0. LABOR CATEGORIES AND DESCRIPTIONS

The Contractor shall provide personnel in accordance with the following Labor Categories and Task Order Labor Category Descriptions. The Task Order Labor Category Descriptions include duties and responsibilities specific to this Task Order, which Contractor personnel must be

capable of performing. All personnel shall also meet the minimum requirements under the corresponding GSA OASIS Labor Category.

OASIS Labor Category	Level	Task Order Labor Category Description
Engineering Manager (SOC: 11-9041) – Key Personnel	Senior	This is a key position. This individual is the overarching manager and primary interface with the Government for this Task Order. Provides ASE on-site management of contract staff to include administrative, personnel, customer interface, and status reporting responsibilities. As available, the engineering manager will also have ASE Product systems engineering responsibilities.
General & Operations Manager (SOC: 11-1021) – Key Personnel	SME	This is a key position. Provides full-spectrum multi-disciplined security support services, including but not limited to formulating policies, managing daily operations, and planning the use of materials and human resources, to ensure compliance with DoD and Army regulatory requirements for classified ASE sensitive activities.
Computer Systems Analysts (SOC: 15-1121)	Journeyman	Independently performs software development/qualification, systems engineering technical data configuration management, and cybersecurity tasks.
Computer Systems Analysts (SOC: 15-1121)	Senior	Oversees and works at a high-visibility level on software development/qualification, systems engineering technical data configuration management, and cybersecurity activities.
Computer Systems Analysts (SOC: 15-1121)	Junior	Assists more senior positions in software development/qualification, systems engineering technical data configuration management, and cybersecurity tasks.
Operations Research Analyst (SOC:15-2031)	Journeyman	Independently performs component material obsolescence, performance and qualification testing, Science and Technology, and software development analysis tasks.
Operations Research Analyst (SOC:15-2031)	Senior	Oversees and works at a high-visibility level on component material obsolescence, performance and qualification testing, Science and Technology, and software development analysis activities.
Operations Research Analyst (SOC:15-2031)	Junior	Assists more senior positions in component material obsolescence, performance and qualification testing, Science and Technology, and software development analysis tasks.
Aerospace Engineer (SOC: 17-2011)	Journeyman	Independently performs ASE Product systems engineering, performance and qualification testing, and platform integration tasks.

Aerospace Engineer (SOC: 17-2011)	Senior	Oversees and works at a high-visibility level on ASE Product systems engineering, performance and qualification testing, and platform integration activities.
Aerospace Engineer (SOC: 17-2011)	Junior	Assists more senior positions in ASE Product systems engineering, performance and qualification testing, and platform integration tasks.
Computer Engineer (SOC: 17-2061)	Journeyman	Independently performs ASE modeling and simulation, software, firmware, and algorithm design, development, and qualification tasks.
Computer Engineer (SOC: 17-2061)	Senior	Oversees and works at a high-visibility level on ASE modeling and simulation, software, firmware, and algorithm design, development, and qualification activities.
Computer Engineer (SOC: 17-2061)	Junior	Assists more senior positions in ASE modeling and simulation, software, firmware, and algorithm design, development, and qualification tasks.
Electrical Engineer (SOC: 17-2071)	Journeyman	Independently performs radar warning receiver, missile warning, laser warning, infrared countermeasure, radar countermeasure systems engineering, test, software development, system architecture design, and platform integration tasks.
Electrical Engineer (SOC: 17-2071)	Senior	Oversees and works at a high-visibility level on radar warning receiver, missile warning, laser warning, infrared countermeasure, radar countermeasure systems engineering, test, software development, system architecture design, and platform integration activities.
Electrical Engineer (SOC: 17-2071)	SME	Provides highly unique expertise to advise senior leadership in the area of Aircraft Survivability Equipment (MWIR, SWIR, RF, UV, Electro-optical threat detection, RF & IR countermeasures) designs, development, analysis, jam code development, laser material development, missile guidance and performance, evaluation of complex technical challenges/issues and strategic plans. Provides additional in-depth experience with DOT&E Processes and Policies.
Electrical Engineer (SOC: 17-2071)	Junior	Assists more senior positions in radar warning receiver, missile warning, laser warning, infrared countermeasure, radar countermeasure systems engineering, test, software development, system architecture design, and platform integration tasks.
Electronics Engineer (SOC: 17-2072)	Senior	Oversees and works at a high-visibility level on design and development of detection sensors, processors, and countermeasure electronic components and systems

		for ASE systems engineering activities.
Electronics Engineer (SOC: 17-2072)	Journeyman	Independently performs design and development of detection sensors, processors, and countermeasure electronic components and systems for ASE systems engineering tasks.
Electronics Engineer (SOC: 17-2072)	Junior	Assists more senior positions in design and development of detection sensors, processors, and countermeasure electronic components and systems for ASE systems engineering tasks.
Industrial Engineer (SOC: 17-2112)	Journeyman	Independently performs ASE production, reliability, risk management, and systems engineering tasks.
Industrial Engineer (SOC: 17-2112)	Senior	Oversees and works at a high-visibility level on ASE production, reliability, risk management, and systems engineering activities.
Industrial Engineer (SOC: 17-2112)	Junior	Assists more senior positions in ASE production, reliability, risk management, and systems engineering tasks.
Mechanical Engineer (SOC: 17-2141)	Journeyman	Independently performs ASE platform integration, test data analysis, lab management, and systems engineering tasks.
Mechanical Engineer (SOC: 17-2141)	Junior	Assists more senior positions in ASE platform integration, test data analysis, lab management, and systems engineering tasks.
Mechanical Engineer (SOC: 17-2141)	SME	Provides highly unique expertise to advise senior leadership in the area of ASE systems engineering to conduct analysis of complex technical challenges/issues and strategic plans.
Mechanical Engineer (SOC: 17-2141)	Senior	Oversees and works at a high-visibility level on ASE platform integration, test data analysis, lab management, and systems engineering activities.
Engineers, All Other (SOC: 17-2199)	Journeyman	Independently performs radar warning receiver, missile warning, laser warning, infrared countermeasure, radar countermeasure systems engineering, test, and platform integration tasks.
Engineers, All Other (SOC: 17-2199)	Senior	Oversees and works at a high-visibility level on radar warning receiver, missile warning, laser warning, infrared countermeasure, radar countermeasure systems engineering, test, and platform integration activities.
Engineers, All Other (SOC: 17-2199)	Junior	Assists more senior positions in radar warning receiver, missile warning, laser warning, infrared countermeasure, radar countermeasure systems engineering, test, and platform integration tasks.
Physicist (SOC: 19-2012)	Journeyman	Independently performs radar, infrared detection, detection and discrimination algorithms, and optics

		tasks.
Physicist (SOC: 19-2012)	Senior	Oversees and works at a high-visibility level on radar, infrared detection, detection and discrimination algorithms, and optics activities.
Physicist (SOC: 19-2012)	SME	Provides highly unique expertise to advise senior leadership in the area of radar, infrared detection, detection and discrimination algorithms, and optics while conducting analysis of complex technical challenges/issues and strategic plans.
Physicist – Scientist and Science Technician, Group 2 (SOC: 19-2012)	SME	Provides highly unique expertise to advise senior leadership in the area of threats (acquisition and intelligence) directly related to foreign threat systems identified as Key Performance Parameters/ Key System Attributes (KPP/KSA) for Aircraft Survivability Equipment mission system products.

6.0. INVOICING INSTRUCTIONS

6.1 Payment Information:

NOTE: Failure to enter an invoice into the GSA ITSS web based system will result in a rejection.

The Contractor shall provide the following payment information for GSA use. It must be an exact match with the information under the task order number in the GSA ITSS (Information Technology Solution Shop) Contract Registration (not the Contractor's company or individual representative's registration) as well as with the information under the Contractor's DUNS number in the System for Award Management (SAM), <http://www.SAM.gov>. Mismatched information will result in rejected task orders and payments.

- a) Company Name – Legal Business Name and DBA (Doing Business As) Name
- b) Mailing Address – Contact and Address Information
- c) Remittance Address – Remit To Address Information
- d) Employer's Identification Number – Federal Tax ID
- e) DUNS (Data Universal Numbering System)

6.2 Invoice Information:

- a) Invoice Number – must not include any special characters; ITSS and the invoice must match
- b) ACT Number from GSA Form 300, Block 4
- c) GSA Task Order Number – must match ITSS
- d) Task order Number from GSA Form 300, Block 3
- e) Point of Contact and Phone Number
- f) Period of Performance for the Billing Period

g) Over-and-Above Labor, Travel, ODCs and other charges (e.g., G&A) must be broken out

- h) Prompt Payment Discount, if offered
- i) Total Invoice Amount – must match the acceptance information posted in ITSS; cannot exceed the current task order ceiling
- j) Total cumulative Task Order Amount and Burn Rate

6.3 Invoice Requirements:

The Contractor shall submit simultaneous copies of the invoice to both the Contracting Officer and COR, along with all backup documentations (e.g., receipts, credit card transactions reports, proof of indirect rates, monthly expenditure report) prior to its submission in ASSIST. The Contractor shall:

1. Maintain and submit an invoice workbook with each invoice.
2. Provide NTE charges (e.g., travel, ODCs) in one invoice submission. Provide receipts for all travel and Equipment & Material purchases.
3. Separate CAF in one invoice submission.

The final invoice should be submitted within three (3) months of contract expiration. The Contractor shall provide the Government with a monthly status on when the final invoice will be submitted to the Government upon the completion of the base period or (if exercised) an option period.

6.4 Invoice Submittal:

- a) An electronic copy of the invoice must be posted in the GSA IT Solutions Shop (ITSS) within GSA's web-based procurement system, AASBS Portal (<https://portal.fas.gov>) or future equivalent. The COR and GSA CO/CAM must approve the invoice in ITSS prior to payment.
- b) The original invoice must be submitted to GSA's finance center. This must be done electronically to the finance center web site (<http://www.finance.gsa.gov>).
- c) The invoice information posted in ITSS must match the invoice information submitted to GSA's finance center to initiate a receiving report.
- d) The payment information must satisfy a three-way match (ITSS, GSA finance center, and SAM) for the invoice to be successfully processed for payment.

6.5 Reimbursable costs must not exceed the limit(s) specified in the task order. The Government will not pay charges that are not specifically identified in the task and approved, in advance, by the Government. Copies of receipts, travel vouchers, etc. that have been completed in accordance with Federal Travel Regulations (FTR) and/or Government Joint Travel Regulations (JTR) shall be attached to the invoice to support charges other than employee labor hours. Original receipts shall be maintained by the Contractor and made available to Government auditors upon request.

6.6 Invoicing for Materials

The contractor may invoice monthly on the basis of cost incurred for the Other Direct Costs CLIN as approved at the direction of the COR. The invoice shall include the period of performance (PoP) covered by the invoice, CLIN number, and COR's direction for purchase of the materials. In addition, the contractor shall provide the following detailed information in spreadsheet format for each invoice submitted, as applicable:

- Approved Material Number or Identifier
- Materials and Equipment Purchased/Description
- Handling Rate
- Date Approved by the Government
- Estimate Cost
- Amount Billed/Invoiced
- Variance between Estimated and Billed Cost
- Overhead charges, General and Administrative charges
- Associated CLIN
- Project-to-date totals by CLIN
- Remaining balance of the CLIN

The Contractor shall also include Overhead charges, General and Administrative charges, and backup documentation of purchase (e.g., receipts).

6.7 Invoicing for Travel

Long-distance travel is defined as travel to a location over fifty (50) miles from the Contractor employee's normal duty station. Local travel will not be reimbursed. OCONUS allowances may be considered a travel related cost and would be reimbursed under the cost reimbursable travel CLIN.

Contractor costs for travel will be reimbursed at the limits set in the following regulations (see FAR 31.205-46):

- Federal Travel Regulations (FTR) - prescribed by the GSA, for travel in the contiguous U.S.
- Joint Travel Regulations (JTR), Volume 2, Department of Defense (DoD) Civilian Personnel, Appendix A - prescribed by the DoD, for travel in Alaska, Hawaii, and outlying areas of the U.S.
- Department of State Standardized Regulations (DSSR) (Government Civilians, Foreign Areas), Section 925, "Maximum Travel Per Diem Allowances for Foreign Areas" - prescribed by the Department of State, for travel in areas not covered in the FTR or JTR.

The Contractor may invoice monthly for the incurred travel costs in compliance with the JTR/FTR/DSSR. The invoice shall include the (PoP) covered by the invoice, the CLIN number, title, and identify all cumulative travel costs billed by CLIN. The Contractor shall provide separate worksheets; in MS Excel format for travel with the following information:

- Travel Authorization Request number or identifier, approver name, and approval date

- Current invoice period
- Names of persons traveling
- Travel Location
- Number of travel days
- Dates of travel
- Number of days per diem charged
- Per diem rate used
- Total per diem charged
- Transportation costs
- Total charges
- Explanation of variances exceeding 10% of the approved versus actual costs
- Indirect Handling Rate

The Contractor shall also include Overhead charges, General and Administrative charges, and backup documentation of purchase (e.g., receipts).

6.8 Payment Schedule: The Contractor shall invoice for work performed in accordance with the payment schedule that was submitted to and approved by the GSA Contracting Officer. Payment schedule for the labor only shall be based on the firm fixed priced divided by 12 months.

6.9 Invoices for final payment must be so identified and submitted within 60 days from task completion. No further charges are to be billed. The Contractor shall request an extension for final invoices that may exceed the 60 days from GSA.

6.10 OASIS and Task Order Close-Outs: The Contractor shall cooperate with the CO to close out the TO as soon as practical after expiration, cancellation, or termination. The Contractor shall provide the Government with a detailed schedule of close-out actions to be completed per the TO. The schedule shall at minimum include the following:

- Expected date of the final invoice shall be submitted for labor, travel, material and equipment, and CAF.
- Expected date for close-out completion.

After the PoP has ended, the Contractor shall provide the CO and COR with monthly updates on the detailed close-out schedule. The Contractor's close-out performance will be evaluated and captured through the CPARS module.

7.0. TASK ORDER CLAUSES

All Applicable and Required clauses set forth in FAR 52.301 automatically flow down to all OASIS task orders, based on their specific contract type (e.g. cost, fixed price, etc.), statement of work, competition requirements, commercial or not commercial, and dollar value as of the date the task order solicitation is issued. Representation and Certification Provisions from the OASIS master contracts automatically flow down to all OASIS task orders. All Task Order clauses shall flow down to all subcontractors engaged by the prime Contractor.

7.1. Agency specific Task Order Provisions/Clauses. The following additional clauses apply to this task order:

7.1.1 SECURITY CLEARANCE REQUIREMENTS

The Contractor shall comply with the requirements of **Contract Security Classification Specification (DD Form 254)**, attached hereto. In addition, the Contractor is restricted, by terms of the contract, from releasing information outside the Government and may release information inside the Government only on a "need-to-know" basis. It is the Contractor's responsibility to obtain verification, from the Cognizant Security Office, of the recipient's facility clearance, storage and safeguarding capability prior to actual release of any classified information/material.

The Contractor shall be required to have a **TOP SECRET facility clearance**, and the Contractor's work effort shall include **up to TOP SECRET//SCI**. As a minimum, all Contractor personnel will be required to obtain and maintain a favorable security clearance at the **SECRET** level, or an interim DOD approved SECRET security clearance, at the task order period of performance start date and throughout the duration of this contract. A minimum number of Contractor positions will be identified that require current TS//SCI access. All TS//SCI work on this contract will be conducted in approved government locations. The Contractor shall provide security at a level necessary to meet the requirements of the contract tasks requested. SCI access will be required for contract personnel that must interface with the Intel Community (IC) and have access to emerging foreign threat system information in the performance of this contract. The contract may require access to DOD Special Access Programs. If that is determined to be required, it would be for access purposes only. Security Clearance Applicants shall not be eligible to perform services under this task order if they have any of the following:

- a) Pending criminal or civil charges (including divorce/child custody proceedings)
- b) Felony arrest record
- c) Alcohol related arrest within the last five years
- d) Any type of moral turpitude arrest record/history (including, but not limited to, prostitution, pandering, voyeurism, public indecency)
- e) Any type of involvement in hate crimes
- f) History of violence
- g) Involvement in any group or organization that espouses extralegal violence as a legitimate means to achieve an end

The Contractor shall have access to NON-SCI intelligence information in the evaluation of NON-SCI intelligence information relevant to the scope of this contract. The Contractor shall have access to Communications Security (COMSEC) material. The Contractor shall have access to the Secret Internet Protocol Router Network (SIPRNET) and the applicable Security Classification Guides (SCGs). SIPRNET accounts will be requested through the government and access to SIPRNET will be at government locations only. The Contractor shall have access to NATO information. The Contractor shall have access to Foreign Government Information. The Contractor shall have access to For Official Use Only (FOUO) and other Controlled Unclassified Information (CUI). The Contractor shall receive and generate classified information/material.

The Contractor will be authorized to use the Defense Technical Information Center (DTIC). Classified Courier duties will be compliant with the NISPOM (DOD 5220.22-M).

Future requirements may dictate additional security requirements above the currently specific level. If that determination is made, additional Government Furnished Information (GFI) will be provided.

Contractors shall have a destruction facility for classified or otherwise sensitive waste material maintained at offsite Contractor facilities.

The following security considerations shall apply:

- The Contractor shall ensure that all personnel possess the required personnel security clearance (PCL) prior to granting accesses to classified information.
- The Contractor shall be a long term visitor while performing at PMO ASE and shall comply with all security procedures outlined in AR 380-5, AR 380-67, and all other security directives in effect with PMO ASE which are applicable to work conducted at PMO ASE.
- The Contractor shall establish and maintain a Personnel Surety and Security Program (PSSP) to ensure that all personnel performing under this performance work statement meet the stated qualifications of the program, as stated in AR 380-67 and AR 25-2.
- The Contractor shall establish and maintain a System Security Program (SSP) to describe the operating procedures for safeguarding classified defense information and protection of data processing system resources and data according to the assigned sensitivity level of the facility and data.
- The Contractor shall safeguard all data, tactical automated information security (AIS), tactical systems and tactical support equipment during hours of operation and report incidents involving unauthorized access to the PMO ASE Security Officer or designated branch point of contact.
- The Contractor shall have an Automated Data Processing (ADP) I, II, or III certification as required by AR 380-67.
- The Contractor shall meet the requirements of the Contract Requirements Package Anti-Terrorism/Operations Security Cover Sheet.
- The Government will issue a DD-254 form as part of this task order award.

7.1.2 INSTALLATION SECURITY REQUIREMENTS

7.1.2.1 Intelligence Information. The Contractor shall use Government provided intelligence and technology exploitation threat information along with traditional acquisition and battlefield

threat information to inform System Security Engineering (SSE), Systems Engineering, and Procurement decision processes. TS//SCI level intelligence will be required for select number of contract positions to evaluate emerging threat information and attend Intelligence Community (IC) lead meetings.

7.1.2.2 Security Incidents. The Contractor shall be required to report any compromise or possible compromise of classified or CUI item, material, or information to the cognizant security office(s) listed on the contract DD-254 as well as PM Aircraft Survivability Equipment upon discovery of the incident. The Contractor shall be required to report to the cognizant security office listed on the DD-254 as well as PM Aircraft Survivability Equipment all reports of incidence, inquiries, investigations and actions taken by the Contractor and cognizant security office for this contract.

7.1.2.3 INFOSEC. All documents, schematics, drawings, presentations, email, graphs, web sites (to include all source code and items produced using any application based editor, compiler software and/or operating system), User Data Module (UDM) labels, and any hard-copy and/or soft-copy item produced or derived from requirements of this contract shall be marked with the classification markings and distribution statements as required in DOD Manual 5200.01 Volumes 1 through 4, NISPOM, and Security Classification Guides (SCG). The Contractor shall require access to the applicable SCGs. The Contractor shall adhere to all guidance contained in the SCG. The Contractor shall provide technical and support for SCG updates.

7.1.2.4 Installation Security. The Contractor shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The Contractor workforce must comply with all personal identity verification requirements (FAR clause 52.204-9, Personal Identity Verification of Contractor Personnel) as directed by DOD, Headquarters, Department of the Army (HQDA) and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in Contractor security matters or processes.

7.1.2.5 Common Access Card. Before Common Access Card (CAC) issuance, the Contractor employee shall obtain, at a minimum, a favorably adjudicated National Agency Check with Inquiries (NACI) or an equivalent or higher investigation in accordance with Army Directive 2014-05. The Contractor employee will be issued a CAC only if duties involve one of the following: (1) Both physical access to a DoD facility and access, via logon, to DoD networks on-site or remotely; (2) Remote access, via logon, to a DoD network using DoD-approved remote access procedures; or (3) Physical access to multiple DoD facilities or multiple non-DoD federally controlled facilities on behalf of the DoD on a recurring basis for a period of 6 months or more. At the discretion of the sponsoring activity, an initial CAC may be issued based on a favorable review of the Federal Bureau of Investigations (FBI) fingerprint check and a successfully scheduled NACI at the Office of Personnel Management.

7.1.2.6 Contractors that Do Not Require CAC, but Require Access to a DoD Facility or Installation: The Contractor shall comply with adjudication standards and procedures using the National Crime Information Center Interstate Identification Index and Terrorist Screening Database (Army Directive 2014-05/AR 190-13), applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by government representative), or, at OCONUS locations, in accordance with status of forces agreements and other theater regulations.

7.1.2.7 Protection and Handling of "For Official Use Only" Information: Information and/or material identified 'For Official Use Only' (FOUO) shall be protected and handled in accordance with the following:

DEFINITION

Information that has not been given a security classification pursuant to the criteria of an Executive Order, but which may be withheld from the public for one or more reasons cited in Freedom of Information Act (FOIA) Exemptions 2 through 9 shall be considered as being For Official Use Only. No other material shall be considered or marked "For Official Use Only" (FOUO). FOUO is not authorized as a form of classification to protect national security interests.

SAFEGUARDING FOUO INFORMATION

During Duty Hours: During normal working hours information determined to be FOUO shall be placed in an out-of-sight location if visitors, casual traffic and other non-Government/non-Contractor personnel have access to the work area.

During Non-duty Hours: At the close of business, FOUO records shall be stored so as to preclude unauthorized access. Filing such material with other unclassified records in unlocked files or desks, etc., is adequate when normal U.S. Government or Government/Contractor internal building security is provided during non-duty hours. When such internal security control is not exercised, locked buildings or rooms normally provide adequate after-hours protection. If such protection is not considered adequate, FOUO material shall be stored in locked receptacles such as file cabinets, desks or bookcases.

TRANSMISSION OF FOUO INFORMATION

FOUO information will be transported in a manner that precludes disclosure of its contents. When not commingled with classified information, FOUO information may be sent via first-class mail or parcel post. Shipments that otherwise qualify under postal regulations may be sent fourth-class mail. Transmittal documents will call attention to the presence of FOUO Attachments.

TERMINATION, DISPOSAL AND UNAUTHORIZED DISCLOSURES

Termination: The originator or other competent authority, e.g., initial denial and appellate authorities, shall terminate 'For Official Use Only' markings or status when circumstances

indicate that the information no longer requires protection from public disclosure. When FOUO status is terminated, all known holders shall be notified, to the extent practical. Upon notification, holders shall efface or remove the 'For Official Use Only' markings, but records in file or storage need not be retrieved solely for that purpose. Disposal: FOUO materials shall be destroyed using a method that is compliant with the NISPOM and any local installation procedures when working at a Government facility. When local circumstances or experience indicates that this destruction method is not sufficiently protective of FOUO information, local authorities may direct other methods but must give due consideration to the additional expense balanced against the degree of sensitivity of the type of FOUO information contained in the records.

Unauthorized Disclosure: The unauthorized disclosure of FOUO information does not constitute an unauthorized disclosure of DOD information classified for security purposes. Appropriate administrative action should be taken, however, to fix responsibility for unauthorized disclosure whenever feasible, and appropriate disciplinary action should be taken against those responsible. The DOD component that originated the FOUO information shall be informed of its unauthorized disclosure.

7.1.2.8 Access and General Protection / Security Policy and Procedures: This standard language text is for Contractor employees with an area of performance within an Army controlled installation, facility or area. All Contractor employees, to include associated subcontractors employees shall comply with applicable installation, facility and area Commander Installation and facility access and local security policies and procedures (provided by the Government representative). The Contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. The Contractor workforce shall comply with all personal identity verification requirements as directed by DoD, Department of the Army Headquarters, and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition at any individual facility or installation change, the Government may require changes in Contractor security matters or processes. The prime Contractor Human Resources/Security Officer is responsible for the collection of all ID badges and Common Access Card (CAC) cards issued to their employees. The Human Resources/Security Officer will then turn over these credentials to the COR. This applies when the contract expires; as well as, when a Contractor resigns or is terminated. After accounting for all badges/CACs, the COR will turn in the credentials at the One Stop Badging Office or CAC Office (Military Processing Office (MILPO)). All contract employees, including subcontractor employees who are not in possession of the appropriate security clearance or access privileges, will be escorted in areas where they may be exposed to classified and/or sensitive materials and/or sensitive or restricted areas.

7.1.2.9 Cybersecurity:

7.1.2.9.1 Maintaining Program/Product System Accreditations/Continuous Monitoring

For PM ASE products, the Contractor shall continue or complete any ongoing continuous monitoring activities, such as updating and maintaining Plan of Action and Milestones

(POA&M), adhering to Configuration Management processes, maintaining and evaluating audit logs and audits, performing monthly, quarterly and annual IA requirements and evaluating and implementing Information Assurance Vulnerability Messages (IAVMS).

The Contractor shall report all IAVAMS, Bulletins and Security Technical Implementation Guides (STIGs) within a product Plan of Action and Milestone (POA&M) and provide a list outlining which were implemented, those not implemented and why they were not and how mitigated if mitigation required.

The Contractor shall perform or assist in performance of manual scans as directed and provide results to the Government to ensure the system is Federal Information Security Management Act (FISMA) and STIG compliant.

The Contractor shall monitor all update requirements including but not limited to (vendor sites, mailing lists, third party sources, vulnerability scans and US Army Network Enterprise Technology Command (NETCOM) SharePoint site for Information Assurance Vulnerability Messages.) The Contractor shall make mitigation, patching, upgrade or modification recommendations and provide a Plan of Action and Milestones (POA&M) for all requirements that cannot be fulfilled on time.

7.1.2.9.2 Security Technical Implementation Guides (STIG)

Contractor shall implement STIGs within 30 days from release of a new DISA STIG. Where an update cannot be technically applied due to system functionality, that STIG item shall be documented in the system POA&M with appropriate mitigations. If an update cannot be applied within 30 days the Contractor shall provide a milestone schedule in the POA&M item for application for Government approval.

7.1.2.9.3 Documentation

The Contractor shall develop and/or update System Security Plan(s) (SSP). In addition to main SSP document other supporting documents are also required to make up the complete body of evidence. These artifacts include but are not limited to: network and data flow diagrams, aircraft/facility layouts, hardware/software lists, Security CONOPS, Vulnerability/Patch Management Plan/Schedule, Continuous Monitoring Plan, Configuration Management Plan, Contingency/Disaster Recovery Plan, Incident Response Plan, System Backup/Restore, Maintenance Plan, Account Management Plan, Audit Plan, Physical and Environmental Plan, Personnel Security, Data Transfer Policy/Procedures, System Security Policy Plan, Risk Management Plan, Security Test Plan, Sanitization Procedures, User and Privileged User Guides/Form, and any other document that is required to further expand on SSP information, document/address/mitigate applicable system IA security requirements and/or document/address system POA&M findings. The Contractor will also provide initial system information to support initial kick-off/categorization meetings.

7.1.2.9.4 Testing

The Contractor shall participate and support Information Assurance (IA) formal test events performed by the Security Control Assessor (SCA). In addition, the Contractor shall conduct/support internal tests as needed in preparation for formal test for record. The contractor shall: (1) ensure that all IA controls are implemented prior to certification testing; (2) document those IA controls that cannot and/or will not be implemented prior to certification testing; (3) make all necessary changes as recommended by the SCA as a result of the certification testing. Testing includes both technical and non-technical evaluations. The non-technical portion consists of documentation review/observation/interview and the technical validation includes compliance and vulnerability scans as well as internal/external penetration testing.

7.1.3 IDENTIFICATION OF CONTRACTOR EMPLOYEES

This standard language text is for Contractor employees with an area of performance within an Army controlled installation, facility or area. The Contractor shall provide each employee an Identification (ID) Badge, which includes at a minimum, the Company Name, Employee Name and a color photo of the employee. ID Badges for Key Personnel shall also indicate their job title. ID Badges shall be worn at all times during which the employee is performing work under this contract. Each Contractor employee shall wear the ID Badge in a conspicuous place on the front of exterior clothing and above the waist except when safety or health reasons prohibit. The Contractor shall be responsible for collection of ID Badges upon completion of the contract or termination of employee. A listing of issued identification cards shall be furnished to the CO prior to the contract performance date and updated as needed to reflect Contractor and Subcontractor personnel changes. Foreign owned companies and foreign national contractors will only be permitted to perform under this contract when there are no qualified U.S. companies and /or U.S. contractors. All contract personnel attending meetings, answering Government telephones, and working in other situations where their contractor status is not obvious to third parties are required to identify themselves as such to avoid creating an impression in the minds of members of the public that they are Government officials. They shall also ensure that all documents or reports produced by contractors are suitably marked as contractor products or that contractor participation is appropriately disclosed.

7.1.3.1 Key Control: The Contractor shall establish and implement methods of making sure all keys/key cards issued to the Contractor by the Government are not lost or misplaced and are not used by unauthorized persons. NOTE: All references to keys include key cards. No keys issued to the Contractor by the Government shall be duplicated. The Contractor shall develop and follow procedures covering key control that shall be included in the Standard Operating Procedures. Such procedures shall include turn-in of any issued keys by personnel who no longer require access to locked areas. The Contractor shall immediately report any occurrences of lost or duplicate keys/key cards to the Contracting Officer. In the event keys, other than master keys, are lost or duplicated, the Contractor shall, upon direction of the Contracting Officer, re-key or replace the affected lock or locks; however, the Government, at its option, may replace the affected lock or locks or perform re-keying. When the replacement of locks or re-keying is performed by the Government, the total cost of re-keying or the replacement of the lock or locks shall be deducted from the monthly payment due the Contractor. In the event a master key is lost or duplicated, all locks and keys for that system shall be replaced by the Government and the total cost deducted from the monthly payment due the Contractor. The Contractor shall prohibit

access to Government issued keys/key cards by unauthorized personnel other than the Contractor's employees. The Contractor shall prohibit entry into controlled areas by unauthorized personnel other than the Contractor's employees engaged in the performance of assigned work in those areas, or personnel authorized entrance by the Contracting Officer.

7.1.3.2 Lock Combinations: The Contractor shall control access to all Government provided lock combinations to preclude unauthorized entry. The Contractor shall ensure that lock combinations are changed when personnel having access to the combinations no longer have a need to know such combinations.

7.1.4 SECURITY TRAINING REQUIREMENTS

The following sub-sections provide details of various security-related training requirements for this task order. Government-furnished training does not include formal educational training, or general commercial hardware/software system training. Training shall be the responsibility of the Contractor to provide adequately trained personnel and provide adequate continuing education to meet the requirements of the PWS. The Contractor may conduct system and computer resource training. The below training requirements apply to this contract, as applicable.

- a. AT LEVEL I Training.** All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled areas shall complete AT Level I awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirements into the contract, whichever is applicable. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee, to the COR or to the Contracting Officer within 30 calendar days after completion of training by all employees and subcontractor personnel. AT Level I awareness training is available at the following website: https://jkodirect.jten.mil/html/COI.xhtml?course_prefix=JS&course_number=-US007-14
- b. AT Awareness Training for Contractor Personnel Traveling Overseas.** For contractors and sub-contractors that will be required to travel overseas in support of contract. US based Contractor employees and associated sub-contractor employees will be provided Area of Responsibility (AOR) specific AT awareness training as directed by AR 525-13. Specific AOR training content is directed by the combatant commander with the unit ATO being to the local point of contact.
- c. iWATCH Training.** The Contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed within 30 calendar days of contract award and within 30 calendar days of new employees commencing performance with the results reported to the COR NLT 30 calendar days after contract award. Training website: <http://www.myarmyonesource.com/Family/ProgramsandServices/iWatchProgram/Default.aspx>

- d. **Threat Awareness Reporting Program Training.** For all DoD Contractors with security clearances. Per AR 381-12 Threat Awareness and Reporting Program (TARP), Contractor employees must receive annual TARP training presented by a Counterintelligence Special Agent. Contact the Redstone Arsenal MI Detachment at 256-313-5186 for scheduling. Report training IAW DI-MGMT-80508.
- e. **Security Education, Training & Awareness (SETA) Training.** This contract text is for Contractor employees with an area of performance within an Army controlled installation, facility or area. All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete annual mandatory SETA awareness training within 30 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. Reports shall be submitted IAW DI-MGMT-80508. The following URL is made available for your training: <https://www.lms.army.mil>. Upon completion of the training, you must provide certification to the Information Security Officer. Security Education, Training & Awareness covers Information Security, Personnel Security and Industrial Security Programs.
- f. **Combating Trafficking In Persons, Cyber Awareness Challenge, Personal Identification Information (PII) and Sexual Harassment Assault Response Program (SHARP) Training.** This contract text is for Contractor employees with an area of performance within an Army controlled installation, facility or area. All Contractor employees, to include subcontractor employees, requiring access to government installations, facilities and controlled access areas shall complete Combating Trafficking in Persons, Cyber Awareness Challenge, Personal Identification Information (PII), and Sexual Harassment Assault Response Program (SHARP) training. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee IAW DI-MGMT-80508.
- g. **OPSEC Training.** Level I OPSEC Training: Per AR 530-1, Operations Security, new Contractor employees must complete Level I OPSEC training within 30 calendar days of their reporting for duty. All Contractor employees must complete annual OPSEC awareness training. All subcontractors shall take the Level 1 OPSEC Awareness Training located at the below website and print the certificates demonstrating completion. The Contractor shall submit certificates of completion for each affected Contractor employee and subcontractor employee IAW DI-MGMT-80508. Note: after the first screen, select User Type: Civilian/Contractor, then Service: Army, then Grade N/A. OPSEC awareness training is available at the following website: <http://cdsetrain.dtic.mil/opsec/>
- h. **Information Assurance (IA)/Information Technology (IT) Training.** All Contractor employees and associated sub-contractor employees must complete the DOD IA awareness training before issuance of network access and annually thereafter. All Contractor employees working IA/IT functions must comply with DoD and Army

training requirements in DOD 8570.01, DOD 8570.01-M and AR 25-2 within six months of employment.

- i. **Information Assurance (IA)/Information Technology Certification.** Per DOD 8570.01-M, DFARS 252.239.7001 and AR 25-2, the Contractor employees supporting IA/IT functions shall be appropriately certified upon contract award. The baseline certification as stipulated in DOD 8570.01-M must be completed upon contract award.
- j. All Contractor and Subcontractor employees must complete the DoD Information Assurance (IA) awareness training before issuance of network access and annually thereafter.

7.1.5 GOVERNMENT INFORMATION SYSTEMS AND INFORMATION AWARENESS REQUIREMENTS

All Contractor employees with access to a government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DOD Cyber Awareness Challenge Training prior to access to the IS and then annually thereafter, and must sign an Acceptable Use Policy (AUP). Report shall be in accordance with DI-MGMT-80508, CDRL A003.

7.1.6 SECURITY REQUIREMENTS FOR OVERSEAS TRAVEL

The Contractor may be required to travel overseas during the TO PoP. The Contractor shall adhere to the regulations stated in Section H.21.1 - Travel Regulations and ensure all Contractor personnel traveling overseas have the required documentation and approvals. For travel requirements/restrictions to any other foreign country, see the Foreign Clearance Guide (FCG) at the following website for applicable information: <https://www.fcg.pentagon.mil/fcg.cfm> The Contractor shall stay abreast on all overseas security requirement changes and implement these changes as they occur.

7.1.7 OPSEC

The Contractor shall develop an Operations Security (OPSEC) Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will include the Government's critical information, why it needs to be protected, where it is located, who is responsible for it and how to protect it. In addition, the Contractor shall identify an individual who will be an OPSEC Coordinator. The Contractor shall ensure this individual becomes OPSEC Level II certified per AR 530-1.

7.1.8 TARP

IAW the Army Threat Awareness and Reporting Program (TARP) (AR 381-12), all Contractor and Subcontractor employees shall report threat-related incidents, behavioral indicators, and other matters of Counter Intelligence (CI) interest specified in Chapter 3, to the facility security officer, the nearest military CI office, the Federal Bureau of Investigation, or the Defense Security Service. Contractor employees working as an integral part of an Army organization shall complete annual Threat Awareness training in conjunction with Army personnel. Contractor Facility Security Officers (FSOs) shall ensure that all applicable AR 381-12 requirements are implemented for personnel who work at Contractor facilities. The Contractor and all sub-contractors will support Government initiated Counter-Intelligence (CI) surveys, investigations, and other CI relevant reviews.

7.1.9 NON-PERSONAL SERVICES

GSA will not issue orders to provide services prohibited by **FAR Part 37.1**. The administration and monitoring of the Contractor's performance by GSA or the COR shall not be as detailed or continual as to constitute supervision of Contractor personnel. Government personnel may not perform any supervisory functions for Contractor personnel, such as interviewing, salary discussion, appraising individual performance, scheduling leave or work, or directing how to perform work.

GSA meets the needs of its clients for support through non-personal services contracts/task orders. To counter the circumstances that infer personal services and to preserve the non-personal nature of the contract/task order, the Contractor shall adhere to the following guidelines in the performance of the task order.

- a. Provide for direct supervision of all contract employees assigned to the task order.
- b. Refrain from discussing the issues such as salaries, cost and funding data (except matters pertaining to incremental funding under the task order), or administrative and personnel matters affecting Contractor employees with the COR.
- c. Ensure close communication/coordination with the GSA Customer Account Manager (CAM) and/or GSA CO, reporting problems to them as they occur (i.e., not waiting for a meeting).
- d. Do not permit Government officials to interview potential Contractor employees, approve leave or work scheduling of Contractor employees, terminate contractor employees, assist contractor employees in doing their jobs or obtain assistance from the contractor in doing Government jobs.
- e. Do not assign Contractor personnel to work under direct Government supervision.
- f. Maintain a professional distance from Government employees.
- g. Provide Contractor employees with badges identifying them as contractors which shall include, at minimum, a Company Name, Employee Name, and a color photo of the employee.
- h. Ensure proper communications with the Government. Technical discussions and Government surveillance are acceptable; however, the Government cannot direct or assist the Contractor in doing their jobs.

- i. Assign a task leader to the contract. The task leader or alternate shall be the only one who accepts tasking from the assigned Government point of contact or alternative.
- j. When travel is required for the performance on a task, Contractor personnel are only to travel as directed by their contract management.

7.1.10 ORGANIZATIONAL CONFLICT OF INTEREST (OCI)

This task order effort has potential for an OCI as identified in FAR 9.5 and DFARS 209.5. Compliance with this clause is a material requirement of this task order.

1. DEFINITIONS

(a) “Organizational Conflict of Interest” (OCI) means that because of other activities or relationships with other entities, a Contractor is unable, or potentially unable, to render impartial assistance or advice to the Government, the Contractor’s objectivity in performing the contracted work is or might be otherwise impaired, or a Contractor is in a position to have an unfair competitive advantage. All actual or potential OCI situations shall be handled in accordance with FAR Subpart 9.5 and this solicitation.

(b) “Contractor” for the purpose of these OCI provisions means the Contractor, including any company or current or future entity such as a business organization of which it is a part (i.e., parent company), its current or future subsidiaries, divisions, affiliates, any joint venture involving the Contractor, and any entity which the Contractor or any successor or assignee of the Contractor uses currently or in the future as a prime Contractor, subcontractor, or consultant to either the prime Contractor or a subcontractor under this task order. “Affiliates” is as defined in FAR Subpart 2.1.

2. GENERAL TERMS

(a) The Contracting Officer has the sole authority to determine whether an organizational conflict of interest exists and to determine whether the organizational conflict of interest has been reasonably mitigated or resolved. The Contracting Officer’s decision as to the existence or nonexistence of an actual or potential organizational conflict of interest shall be final and is not subject to the clause of this task order entitled “DISPUTES” (FAR 52.233-1).

(b) The Contractor shall include this requirement in its entirety in all subcontracts of any tier, which involve access to information, or situations/conditions covered by the preceding paragraphs, substituting “subcontractor” for “Contractor” where appropriate.

(c) The Government may waive application of this clause, or any of its parts, when it is determined in writing by the Contracting Officer to be in the best interest of the Government to do so.

3. DISCLOSURES and NOTIFICATIONS

(a) Relative to task order pre-award OCI Risk Mitigation procedures, the Contractor must submit an OCI mitigation plan with their proposal if they suspect there might be OCI issues with

the development or submission of their proposal that conflict with the principals listed in FAR 9.505, -1,-2,-3 and -4. This mitigation plan should list, in specific detail, the issue(s) that constitute the actual or potential OCI, how the issues originated, and draft plan on how to mitigate the OCI, any other pertinent facts or assumptions that lead the Offeror to believe an OCI issue exists with their proposal. This OCI mitigation plan will be evaluated for its acceptability, and if found acceptable, the Offeror will be allowed to participate in the subject solicitation.

(b) If the Contractor is currently providing support, or anticipates providing support, to the Government that presents an actual or potential OCI with the requirements for this acquisition, the Offeror shall to the best of its knowledge and belief identify any such actual or potential OCI and work with the Government to take steps to either mitigate the OCI or move the work to an alternative contract vehicle to avoid the potential OCI, and except as otherwise set forth in the task order, the Contractor does not have any organizational conflict of interest(s), or potential organizational conflicts of interest, as defined in paragraph 1(a).

(c) The Contractor agrees that, if after award, it discovers an actual or potential organizational conflict of interest; it shall make immediate and full disclosure in writing to the Contracting Officer. The notification shall include a description of the actual or potential organizational conflict of interest, a description of the action, which the Contractor has taken or proposes to take to avoid, mitigate, or neutralize the conflict, and any other relevant information that would assist the Contracting Officer in making a determination on this matter. Notwithstanding this notification, the Government may terminate the task order for the convenience of the Government if determined to be in the best interest of the Government.

(d) The Contractor shall promptly notify the Contracting Officer, in writing, if it has been tasked to evaluate or advise the Government concerning its own products or activities, to include products or activities where the Contractor acted as a subcontractor, or those of a competitor in order to ensure proper safeguards exist to guarantee objectivity and to protect the Government's interest.

4. ACCESS TO PROPRIETARY INFORMATION

(a) The Contractor shall train and inform employees performing on this task order of Subpart 9.5 of the FAR and this provision, and shall execute a Contractor-Employee Personal Financial Interest Disclosure and Protection of Sensitive Information Agreement as appropriate before allowing access to any proprietary information and within 5 calendar days of the employee beginning to perform on this task order.

(b) As provided at DFARS 209.505-4, the Contractor may be required to enter into non-disclosure agreements directly with the third party asserting restrictions on limited rights technical data, commercial technical data, or restricted rights computer software. The Contractor agrees to enter into a written agreement in accordance with DFARS 252.227-7025, Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013) with any firm whose proprietary data is used in connection with performance of the task order, to protect all proprietary information from unauthorized disclosure or use for as long as it remains proprietary, and to refrain from using any proprietary

information in supplying to the Government goods or services or for any purpose other than that for which it is intended. The Contractor agrees that any data furnished by the Government shall be used only for performance under this task order, and all copies of such data shall be returned to the Government upon completion of the effort and no duplication of data is permitted. Any data furnished by the Government containing trade secrets or commercial or financial data of other Contractors shall be treated as proprietary data. Additionally, the Contractor shall not disclose outside of PMO ASE Government Officials assigned to this Task Order any data, products, results, or recommendations generated in the performance of this task order except as may be expressly directed by the Contracting Officer.

(1) In accordance with DFARS 252.204-7000 Disclosure of Information (OCT 2016), the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any proprietary information provided to the Contractor by the Government during or as a result of performance of this task order. Such information includes, but is not limited to, information submitted to the Government on a confidential basis by other persons. Further, the prohibition against release of Government provided information extends to cover such information whether or not in its original form, e.g. where the information has been included in Contractor generated work or where it is discernible from materials incorporating or based upon such information. This prohibition shall not expire after a given period of time.

(2) In accordance with DFARS 252.204-7000 Disclosure of Information (OCT 2016), the Contractor agrees that it shall not release, disclose, or use in any way that would permit or result in disclosure to any party outside the Government any information generated or derived during or as a result of performance of this task order.

(3) The prohibitions in accordance with DFARS 252.204-7000 Disclosure of Information (OCT 2016) and the OCI provisions herein shall apply with equal force to any affiliate of the Contractor, any subcontractor, consultant, or employee of the Contractor, any joint venture involving the Contractor, any entity into or with which it may merge or affiliate, or any successor or assign of the Contractor.

5. RESTRICTIONS OR RESTRAINTS

Pre-Award OCI

(a) Any Contractor who makes a disclosure of PMO ASE supported systems covered by this task order, pursuant to paragraph 3(b), and whose proposed mitigation plan is deemed unacceptable by the Government shall be ineligible for award of this task order.

Post-Award OCI

(b) The effort to be performed by the Contractor under this task order is of such a nature that significant potential OCIs, including but not limited to those OCIs described in paragraph 5(c), may exist on this task order and on a future acquisition(s). In order to avoid this potential conflict of interest, and at the same time to avoid prejudicing the best interest of the Government, the right of the Contractor to participate in future procurement of equipment and/or services that are the subject of any work under this task order shall be limited as described below and in

accordance with the requirements of FAR Subpart 9.5. The Contractor's attention is directed to this restraint clause which is consistent with and in accordance with FAR 9.507-1 and 9.507-2. The terms of this restraint clause are not subject to negotiation; however, any desired clarifications or explanations concerning this clause may be directed in writing to the Contracting Officer.

(c) During the performance of this task order, the Contractor may be requested to participate in the development and test of hardware, software, or data related to weapons systems, assemblies, subassemblies, and associated equipment managed by PMO ASE customers or directly supported by PMO ASE, including performing testing and evaluation. These items are contractually sensitive so the associated test areas are for limited access only due to the possibility of proprietary infringement or test results being compromised.

Therefore, in the OCI Mitigation Plan, the Contractor shall identify the existence of all outstanding contracts with DOD for products which require either first article testing or quality verification testing under this task order. The Contractor shall work with the Government to identify a mutually acceptable avoidance, neutralization, or mitigation strategy for any products which will undergo first article testing or quality verification testing under this task order where a potential OCI has been identified. The strategies could include the Government identifying an alternate contract vehicle to perform the work in question, a Government specified subcontract arrangement where fee is withheld, or other deviations from the PWS as agreed to by the Government.

The Contractor agrees that during the period of performance of this task order, the Contractor shall not participate as a prime Contractor, subcontractor, or consultant to the prime Contractor in the development or production of any system assemblies, subassemblies, and associated equipment that undergoes test and evaluation at PMO ASE without the prior written approval of the Contracting Officer. The Contractor shall work with the Government throughout the performance of this task order to identify all potential or actual OCIs and to mitigate the OCI in accordance with the approved OCI Mitigation Plan.

(c) The Contractor further agrees that, during the performance of this task order and for a period of one year after completion of performance of this task order, the Contractor, any affiliate of the Contractor, any subcontractor, officers of the company participating in the task order, any joint venture involving the Contractor, any entity into or with which it may subsequently merge or affiliate, or any other successor or assignee of the Contractor, which performed services directly related to a system or component, shall not furnish to the United States Government, either as a prime Contractor or as a subcontractor, or as a consultant to a prime Contractor or subcontractor, said system, components or services which are the result of work statements generated or requirements defined under this task order, if any. This exclusion does not apply to any competition for the same services furnished pursuant to this task order. In the event that the Contractor and Government agree that the Contractor perform work that creates a potential OCI, the Contractor shall submit their planned mitigation strategy for approval prior to initiation of that effort; failure to identify the creation of a potential OCI prior to initiation of that effort indicates the Contractor's acceptance of the restrictions in this clause on furnishing those products on future contracts or task orders.

As provided in FAR 9.505-2, if the Government procures the system, component, or services on the basis of work statements growing out of the effort performed under this task order from a source other than the Contractor, subcontractor, affiliate, or assign of either, during the course of performance of this task order or before the one year period following completion of this task order has lapsed, the Contractor may, with the authorization of the cognizant Contracting Officer, participate in a subsequent procurement for the same system, component, or service. In other words, the Contractor may be authorized by the cognizant Contracting Officer to compete for procurement(s) for systems, components or services subsequent to an intervening procurement.

(d) Nothing in this requirement is intended to prohibit or preclude the Contractor from marketing or selling to the United States Government its product lines in existence on the effective date of the issuance of this task order; nor, shall this requirement preclude the Contractor from participating in research and development or delivering any design development model or prototype of any such equipment. Additionally, sales of catalog or standard commercial items not the subject of any restraint term herein are exempt from this requirement.

6. REMEDIES

(a) Notwithstanding paragraph 3(c) above, if the Contractor was aware, or should have been aware, of an organizational conflict of interest prior to the award of this task order or becomes, or should become, aware of an organizational conflict of interest after award of this task order and does not make an immediate and full disclosure in writing to the Contracting Officer, the Government may terminate this task order for default.

(b) In the event the Contractor, or any of its employees, agents, or subcontractors fail to comply with the provisions of this clause, such non-compliance shall be deemed a material breach of task order for which the Government reserves the right to terminate the task order for default and/or resort to such other rights and remedies as provided for under the basic contract, this task order, and under the Federal law of contracts. Non-compliance with the provisions of this clause may also adversely affect the determination of Contractor responsibility in future Government acquisitions.

7.1.11 GOVERNMENT FURNISHED PROPERTY (GFP)

Work shall be performed on-site and off-site. The majority of the effort described under this PWS shall be performed on-site. For the on-site personnel, the Government will provide GFP, including but not limited to, IT equipment, software, communication devices, telephones, access cards, office furniture, and supplies. At the end of the performance of this task order, any equipment, documents provided or documents developed and software obtained from the Government shall be returned. Use of all GFP for other than Government work is strictly prohibited.

7.1.12 GOVERNMENT FURNISHED MATERIALS

The Contractor shall be provided the workspace, data and access to Government buildings in order to perform the requirements herein. The Contractor employees will be provided access to computers, computer network, wireless devices, and telephone/wireless services. The Government maintains control over all Government property. Contractors (and subcontractors) may be issued temporary hand receipts (DD1149) for day to day responsibility of assigned equipment. Any Government property, material, etc. shall be returned to the PMO ASE within 10 days after task order completion. The Contractor shall be liable for any damage that has been determined to be caused by negligence or misuse.

The Government reserves the right to change, alter, and/or modify the facilities being provided to the Contractor. The Government will also provide access to the infrastructure and all related network and computer devices required to perform the work in Section 3.0.

7.1.13 PROPERTY CONTROL

The Contractor shall be responsible for proper utilization and safeguarding of all Government property provided for contractor use. At the end of each work period, all Government facilities, equipment and materials shall be secured. Contractor employees must immediately report damage to Government facilities and equipment upon discovery of such damage. Equipment found to be defective shall also be reported in a timely manner, to allow for repair or replacement. These reports shall be made to the COR.

7.1.14 CONSERVATION OF GOVERNMENT UTILITIES

The Contractor shall ensure employees practice utilities conservation. The Contractor shall be responsible for operating under conditions that prevent the waste of utilities to include:

7.1.14.1 Lights shall be used only in areas where work is actually being performed.

7.1.14.2 Employees shall not adjust mechanical equipment controls for heating, ventilation, and air conditioning systems.

7.1.14.3 Water faucets or valves shall be turned off when not in use.

7.1.15 PROPERTY ACCOUNTABILITY

- a. Accountability of facilities and equipment (except when transferred to the Contractor as specified below) will remain with the Government throughout task order performance.
- b. In accordance with FAR 52.245-1, Government Property, and FAR Part 45, Subpart 5, the Contractor shall establish a written property control system. The system shall address the control, protection, preservation, and maintenance of all Government property made available to the Contractor. The property control plan shall be submitted to the PMO ASE Equipment Manager for review and to the CO for approval.

c. The Contractor shall be accountable for equipment removed from the Government premises and utilized by the Contractor in performance of projects under the TO. Accountability shall be established by DD Form 1149. The Contractor shall be accountable for equipment utilized by the Contractor personnel in performance of projects under the TO. Accountability shall be established by individual with a signed hand receipt.

d. Accountability of facilities and equipment (except when transferred to the Contractor as specified below) will remain with the Government throughout task order performance.

The transfer of government furnished property will be accomplished on a DD Form 1149, Shipping Document, from the Hand Receipt Holder in PMO ASE. The Contractor shall track property by Hand Receipt Holder and return all property to respective Hand Receipt Holders at the end of the contract.

e. In accounting for government property in its possession, the Contractor shall comply with provisions of AR 710-2 and AR 58-1.

7.1.16 KEY PERSONNEL

The following positions are identified as Key Personnel Positions:

- Engineer Manager (SOC: 11-9041) / Level - Senior
- General and Operations Manager (SOC: 11-1021) / Level - SME

The Contractor shall provide resumes of Key Personnel. Personnel identified as Key Personnel are considered to be essential to the work being performed hereunder. Before changing an individual identified as Key, the Contractor shall notify the Contracting Officer in no less than 15 business days and will submit written justification as to the reason for substitution. Substitution within the first 90 days will only be considered for reasons of illness, death, or termination of employment. The Justification must include the name and qualifications of the proposed substitute(s). The proposed substitute(s) will possess qualifications equal to or superior to those of the Key person being replaced. The Contractor shall not substitute Key personnel without written consent from the Contracting Officer. No change in fixed unit prices may occur as a result of key personnel substitution. The key personnel may, with the consent of the contracting parties, be amended from time to time during the course of this contract to either add or delete personnel, as appropriate, provided that the contracting officer may ratify, in writing, such diversion and such ratification shall constitute the consent of the contracting officer. Substitutions of Key Personnel shall be equal to or have greater qualifications than the personnel being replaced.

7.1.17 OTHER DIRECT COSTS/MATERIALS (CLIN 0003)

The Contractor shall provide the Government materials, to be specified by contract letter during the contract period of performance. Contract materials will be managed on a cost reimbursable

basis as an indefinite delivery and indefinite quantity up to a not-to-exceed amount of \$10,000,000.00 for each Period of Performance under this task order. Contract materials shall be integral and necessary for the services being acquired for CLINs 0001 and 0002. Materials will include, but will not be limited to: threat simulator systems; system data collection equipment, to include data recorders, computer systems for data collection and analysis, network equipment, peripherals, and storage and transfer media; test hardware, to include spares; computer equipment to aid in Digital System Model (DSM) development and execution; Test Support Equipment to facilitate test execution and deployment; radiometric and photographic equipment to facilitate data collections; threat and target surrogate systems to facilitate test execution; tools and consumables to facilitate test setup, execution, and deployment; safety and security systems, to include equipment, consumables, and personal protective equipment.

The Contractor shall abide by the requirements of the FAR in acquiring materials. If a single item or aggregate item is anticipated to equal or exceed \$3,500, the CO or COR may require the Contractor obtain three (3) quotes from suppliers and include documentation of these quotes with his/her quote. For acquisitions of supplies and services anticipated aggregate dollar value exceeding \$3,500 (micro-purchase threshold), the Contractor shall first consider small business concerns. Additionally, if the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such material shall not exceed the Contractor's established catalog or market price, adjusted to reflect the quantities being acquired, and any modifications necessary because of task order requirements. The Contractor must maintain files in such a manner that the CO could review them upon request to ensure compliance with FAR.

7.1.17.1 Material Handling Rate

The Contractor's material handling aggregate rate may be applied in accordance with the Contractor's disclosed accounting practices. The material handling rate over the annual term of the TO shall be fixed at the specified rate in the schedule of prices. If no material handling rate is allowable in accordance with the Contractor's disclosed accounting practices, no material handling rate shall be applied to or reimbursed on these costs. If no rate is specified in the schedule of prices, no rate shall be applied to or reimbursed on these costs.

7.1.18 SYSTEMS AND CERTIFICATIONS

The following subsections specify requirements of systems and certifications for this TO.

APPROVED PURCHASING SYSTEM

The objective of a Contractor purchasing system assessment is to evaluate the efficiency and effectiveness with which the Contractor spends Government funds and complies with Government policy regarding subcontracting.

Prior to the award of this TO, the GSA CO shall verify the validity of the Contractor's purchasing system. Thereafter, the Contractor is required to certify to the GSA CO, no later than thirty (30) calendar days prior to the exercise of any options, the continued validity of its purchasing system. Additionally, if reviews are conducted of the purchasing system after TOA,

the Contractor shall provide the results of the review to the GSA CO within ten (10) workdays from the date the results are known to the Contractor. The results shall be submitted to the GSA CO via an action memo submitted through the GSA ITSS web-based business application.

ADEQUATE ACCOUNTING SYSTEM

The adequacy of the Contractor's accounting system and its associated internal control system, as well as Contractor compliance with the Cost Accounting Standards (CAS), affect the quality and validity of the Contractor data upon which the Government must rely for its management oversight of the Contractor and TO performance. The Contractor's cost accounting system shall be adequate during the entire period of performance and shall permit timely development of all necessary cost data in the form required by the TO.

7.1.19 TRAVEL (CLIN 0004)

CONUS and OCONUS travel may be required in performance of the PWS. Prior to performing any travel, the Contractor shall receive approval from the Contracting Officer Representative (COR) and is contingent upon the availability of certified funds. The Contractor shall ensure that the requested travel costs shall not exceed the amount that is authorized in the task order. Contractor incurred actual expenses resulting from Government directed travel are cost reimbursable but are limited by the FTR/JTR/DSSR and must be pre-approved by the COR and/or GSA Contracting Officer. A trip report is required IAW **DI-ADMN-81505, CDRL A002**. Actual destinations and frequency of trips are subject to change at the Government's discretion.

Anticipated destinations for travel include: Rolling Meadows, IL; Nashua, NH; Aberdeen Proving Grounds, MD; Washington, DC; Eglin Air Force Base, FL; Fort Rucker, AL; Patuxent River, MD; Dugway Proving Grounds, UT; Fort Eustis, VA; and other locations as needed to meet the requirements of this PWS.

Travel costs will be managed on a reimbursable basis up to a not-to-exceed ceiling amount of \$2,000,000.00 for each Period of Performance under this task order.

7.1.20 SECTION 508 COMPLIANCE

The Contractor shall support the Government in its compliance with Section 508 throughout the development and implementation of the work to be performed. Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794d) requires that when Federal agencies develop, procure, maintain, or use electronic information technology, Federal employees with disabilities have access to and use of information and data that is comparable to the access and use by Federal employees who do not have disabilities, unless an undue burden would be imposed on the agency. Section 508 also requires that individuals with disabilities, who are members of the public seeking information or services from a Federal agency, have access to and use of information and data that is comparable to that provided to the public who are not individuals with disabilities, unless an undue burden would be imposed on the agency.

The Contractor should review the following Web sites for additional 508 information:

<http://www.section508.gov/index.cfm?FuseAction=Content&ID=12>

<http://www.access-board.gov/508.htm>

<http://www.w3.org/WAI/Resources>

7.1.21 COMMERCIAL SUPPLIER AGREEMENTS

7.1.21.1 GSAM 502.101 Definitions – Commercial Supplier Agreements

"Commercial supplier agreements" means terms and conditions customarily offered to the public by vendors of supplies or services that meet the definition of "commercial item" set forth in FAR 2.101 and intended to create a binding legal obligation on the end user. Commercial supplier agreements are particularly common in information technology acquisitions, including acquisitions of commercial computer software and commercial technical data, but they may apply to any supply or service. The term applies - (a) regardless of the format or style of the document. For example, a commercial supplier agreement may be styled as standard terms of sale or lease, Terms of Service (TOS), End User License Agreement (EULA), or another similar legal instrument or agreement, and may be presented as part of a proposal or quotation responding to a solicitation for a contract or order; (b) regardless of the media or delivery mechanism used. For example, a commercial supplier agreement may be presented as one or more paper documents or may appear on a computer or other electronic device screen during a purchase, software installation, other product delivery, registration for a service, or another transaction.]

7.1.21.2 GSAM 552.232-78 Commercial Supplier Agreements - Unenforceable Clauses (JUL 2015)

- a) When any supply or service acquired under this contract is subject to a commercial supplier agreement, the following language shall be deemed incorporated into the commercial supplier agreement. As used herein, "this agreement" means the commercial supplier agreement:

- (1) Notwithstanding any other provision of this agreement, when the end user is an agency or instrumentality of the U.S. Government, the following shall apply:

- (i) *Applicability.* This agreement is part of a contract between the commercial supplier and the U.S. Government for the acquisition of the supply or service that necessitates a license (including all contracts, task orders, and delivery orders not using FAR Part 12).
 - (ii) *End user.* This agreement shall bind the ordering activity as end user but shall not operate to bind a Government employee or person acting on behalf of the Government in his or her personal capacity.

- (iii) *Law and disputes.* This agreement is governed by Federal law. (A) Any language purporting to subject the U.S. Government to the laws of a U.S. state, U.S. territory, district, or municipality, or foreign nation, except where Federal law expressly provides for the application of such laws, is hereby deleted. (B) Any language requiring dispute resolution in a specific forum or venue that is different from that prescribed by applicable Federal law is hereby deleted. (C) Any language prescribing a different time period for bringing an action than that prescribed by applicable Federal law in relation to a dispute is hereby deleted.
- (iv) *Continued performance.* If the supplier or licensor believes the ordering activity to be in breach of the agreement, it shall pursue its rights under the Contract Disputes Act or other applicable Federal statute while continuing performance as set forth in 52.233-1 Disputes.
- (v) *Arbitration; equitable or injunctive relief.* In the event of a claim or dispute arising under or relating to this agreement, (A) binding arbitration shall not be used unless specifically authorized by agency guidance, and (B) equitable or injunctive relief, including the award of attorney fees, costs or interest, may be awarded against the U.S. Government only when explicitly provided by statute (e.g., Prompt Payment Act or Equal Access to Justice Act).
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- (vi) *Additional terms.* (A) This commercial supplier agreement may unilaterally incorporate additional terms by reference. Terms may be included by reference using electronic means (e.g., via web links, click and accept, etc.). Such terms shall be enforceable only to the extent that: (1) When included by reference using electronic means, the terms are readily available at referenced locations; and (2) Terms do not materially change government obligations; and (3) Terms do not increase government prices; and (4) Terms do not decrease overall level of service; and (5) Terms do not limit any other Government right addressed elsewhere in this contract. (B) The order of precedence clause of this contract notwithstanding, any software license terms unilaterally revised subsequent to award that is inconsistent with any material term or provision of this contract is not enforceable against the government.
- (vii) *No automatic renewals.* If any license or service tied to periodic payment is provided under this agreement (e.g., annual software

maintenance or annual lease term), such license or service shall not renew automatically upon expiration of its current term without prior express Government approval.

- (viii) *Indemnification.* Any clause of this agreement requiring the commercial supplier or licensor to defend or indemnify the end user is hereby amended to provide that the U.S. Department of Justice has the sole right to represent the United States in any such action, in accordance with 28 U.S.C. 516.
- (ix) *Audits.* Any clause of this agreement permitting the commercial supplier or licensor to audit the end user's compliance with this agreement is hereby amended as follows: (A) Discrepancies found in an audit may result in a charge by the commercial supplier or licensor to the ordering activity. Any resulting invoice must comply with the proper invoicing requirements specified in the underlying Government contract or order. (B) This charge, if disputed by the ordering activity, will be resolved through the Disputes clause at 52.233-1 ; no payment obligation shall arise on the part of the ordering activity until the conclusion of the dispute 17 process. (C) Any audit requested by the contractor will be performed at the contractor's expense, without reimbursement by the Government.
- (x) *Taxes or surcharges.* Any taxes or surcharges which the commercial supplier or licensor seeks to pass along to the Government as end user will be governed by the terms of the underlying Government contract or order and, in any event, must be submitted to the Contracting Officer for a determination of applicability prior to invoicing unless specifically agreed to otherwise in the Government contract.
- (xi) *Non-assignment.* This agreement may not be assigned, nor may any rights or obligations thereunder be delegated, without the Government's prior approval, except as expressly permitted under the clause at 52.232-23, Assignment of Claims.
- (xii) *Confidential information.* If this agreement includes a confidentiality clause, such clause is hereby amended to state that neither the agreement nor the Federal Supply Schedule price list shall be deemed "confidential information." Issues regarding release of "unit pricing" will be resolved consistent with the

Freedom of Information Act. Notwithstanding anything in this agreement to the contrary, the 'Government may retain any confidential information as required by law, regulation or its internal document retention procedures for legal, regulatory or compliance purposes; provided, however, that all such retained confidential information will continue to be subject to the confidentiality obligations of this agreement.

(2) If any provision of this agreement conflicts or is inconsistent with the preceding subparagraph (a)(1), the provisions of subparagraph (a)(1) shall prevail to the extent of such inconsistency.

End of Clause

7.1.22 DATA RIGHTS

All Government rights in technical data and non-commercial computer software and computer documentation first produced, created, or generated during performance under this task order shall be allocated in accordance with the following clauses included under this task order:

DFARS 252.227-7013	Rights in Technical Data – Noncommercial Items
DFARS 252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation
DFARS 252.227-7015	Technical Data – Commercial Items
DFARS 252.227-7016	Rights in Bid or Proposal Information
DFARS 252.227-7019	Validation of Asserted Restrictions – Computer Software
DFARS 252.227-7020	Rights in Special Works
DFARS 252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends
DFARS 252.227-7026	Deferred Delivery of Technical Data or Computer Software
DFARS 252.227-7027	Deferred Ordering of Technical Data or Computer Software
DFARS 252.227-7028	Technical Data or Computer Software Previously Delivered to the Government
DFARS 252.227-7030	Technical Data – Withholding of Payment
DFARS 252.227-7037	Validation of Restrictive Markings on Technical Data

The Contractor shall not incorporate, without written approval of the cognizant ordering Contracting Officer, any work, copyrighted or not, not first produced, created, or generated under this task order through performance, with the exception of any data previously delivered under a Government contract, or otherwise already in the Government inventory. If any such work, copyrighted or not, is approved by the cognizant ordering Contracting Officer and incorporated into works deliverable under this task order, the Contractor shall grant to the Government unlimited rights as defined by clause DFARS 252.227-7020. Unlimited rights shall accrue to the Government in the event works not first produced are incorporated without first obtaining written approval of the ordering Contracting Officer.

Prior to the inception of any work under the task order, the Contractor shall disclose to the ordering Contracting Officer and ordering office any technical data or non-commercial computer software and computer software/source code documentation first produced, created, or generated in performance of the task order and not required to be delivered under the task order that the Contractor identifies and asserts would be furnished with anything other than unlimited rights, or otherwise with any restrictions on use, release, or disclosure. Throughout the duration of performance, the Contractor further agrees that not later than thirty (30) days after the basis for any new or additional assertions are known, the Contractor shall disclose such assertions to the ordering Contracting Officer and ordering office.

Any such disclosure shall be made whether or not an express requirement for the disclosure is provided by the Government in the performance of this task order. Such disclosures shall indicate the rights asserted in the technical data and non-commercial computer software by the Contractor and rights that would be acquired by the government if the data or non-commercial software were required to be delivered under the task order and its CDRL requirements and any cost/price associated with delivery. Any such assertion shall include the basis for the assertion, in accordance with and in the format prescribed by clauses DFARS 252.227-7013 and 252.227-7014.

Any technical data or non-commercial computer software and computer software/source code documentation first produced, created, or generated in performance of the task order and not expressly specified for delivery elsewhere in this task order pursuant to this task order may be required to be delivered in accordance with the clauses DFARS 252.227-7026 and 252.227-7027 included under this task order.

The disclosure requirements stipulated by this clause and those included under this task order also apply to segregable routines of non-commercial software that may be developed exclusively at Government expense to integrate Commercial Software components or applications provided under a commercial software license or developed to enable Commercial Software to meet requirements of the Task Order. This disclosure obligation shall apply to technical data and non-commercial computer software developed exclusively at Government expense by subcontractors under this Task Order. Performance of this disclosure requirement shall be considered a material performance requirement of any task order under which such technical data or non-commercial computer software is developed exclusively at Government expense.

7.1.23 INSURANCE

In accordance with FAR 52.228-5, Insurance –Work on a Government Installation (JAN 1997), FAR 52.228-7, Insurance – Liability to Third Persons (MAR 1996), and paragraph 28.307-2, Liability, of the Federal Acquisition Regulation, the Contractor shall acquire and maintain during the entire performance period of this contract insurance coverage as follows:

a. Worker's Compensation and Employer's Liability

The Contractor is required to comply with the applicable Federal and State worker's compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so commingled with a Contractor's commercial operations that it would not be practical to require this coverage.

Employer liability coverage of at least \$100,000 is required.

b. General Liability

The Contractor is required to have bodily injury liability insurance coverage written on the comprehensive form of their insurance policy of at least \$500,000 per occurrence.

c. Automobile Liability

The Contractor is required to have automobile liability insurance written on the comprehensive form of their insurance policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

7.1.24 PROBLEM RESOLUTION

The Contractor shall bring problems, or potential issues, affecting performance to the attention of the COR(s) as soon as possible. Verbal reports shall be followed up with written reports when directed. This notification shall not relieve the Contractor of its responsibility to correct problems for which they are responsible. Contractor shall work cooperatively with the Government to resolve issues as they arise.

7.1.25 PHASE-IN, PHASE OUT OF TASK ORDER AND CONTINUITY OF SERVICES

7.1.25.1 Phase-In

To ensure a smooth transition the Contractor must have a transition plan which clearly identifies the Contractor's approach for continuation of services with minimal risk to the Government's mission. Services under this task order are vital to the Government and must be continued without interruption. At the start of the contract Period of Performance a phase-in period, not to exceed 15 days, shall be utilized to ensure continuous engineering support services. The Contractor may begin the phase-in period in advance of engineering support services to be fully operational by 15 days after the start of the contract Period of Performance. During the phase-in period, the Contractor shall obtain the appropriate security clearances and identification and prepare for the execution of requirements of this contract.

The Contractor's Project Management structure, organization, work plan/procedures, accounting systems, and the final development of the quality control plan shall be in place and operational at the end of the Phase-In. The Contractor shall familiarize key personnel and staff with the facilities and equipment, reporting, work scheduling and procedures. The Contractor shall not interfere with the production efforts of current Government or incumbent contract personnel during the phase-in period. To preclude such interference, arrangements for access to the Government facilities shall be made with the COR. Access will be limited to observe operation workflow, priorities, scheduling, equipment handling, storage, parts, safety, and security.

7.1.25.2 Phase-Out and Continuity of Services

If a successor contract is awarded prior to the final expiration date of this task order, the Government may issue a task order to the successor Contractor prior to the expiration date of this task order.

The Contractor shall recognize that services under this task order are vital to the Government and shall be continued without interruption and that upon task order extension, a successor, either the Government or another Contractor, may continue such services. The Contractor agrees to exercise its best efforts and cooperation to effect an orderly and efficient transition.

The Contractor shall provide phase-in, phase-out services at no additional cost to the Government, as long as there is an active task order. Appropriate task management personnel shall meet with the successor Contractor to coordinate task transition. Discussions shall include personnel transition to the successor Contractor, and the transition of task specific items such as Government or Contractor furnished supplies, materials, equipment, and services.

The Contractor shall disclose necessary information to allow the successor to conduct interviews for possible transition. If selected employees are agreeable to the change, the incumbent Contractor shall grant release at a mutually agreed date and negotiate transfer of the employee's earned fringe benefits.

7.1.26 CLOSEOUT

GSA Region 4 internal policies determine that as the office responsible for payment to Contractors that a contract will be closed-out 90 days after the Period of Performance has ended. A request for FINAL invoice will be sent to the Contractor for action; after the final invoice has been paid then a Request for Release of Claims will be sent to the Contractor.

7.2 Additional FAR and DFARS Clauses. The following additional clauses apply to this task order:

7.2.1 CLAUSES INCORPORATED BY REFERENCE

FAR CLAUSE NO.	TITLE	DATE
52.204-2	Security Requirements	AUG 1996
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011

52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.209-5	Certification Regarding Responsibility Matters	OCT 2015
52.209-7	Information Regarding Responsibility Matters	JUL 2013
52.212-4	Contract Terms and Conditions – Commercial Item	JAN 2017
52.215-20	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data	OCT 2010
52.217-5	Evaluation of Options	JUL 1990
52.222-17	Nondisplacement of Qualified Workers	MAY 2014
52.222-54	Employment Eligibility Verification (E-verify)	OCT 2015
52.224-1	Privacy Act Notification	APR 1984
52.224-2	Privacy Act	APR 1984
52.225-25	Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification	OCT 2015
52.227-11	Patent Rights - Ownership by the Contractor	MAY 2014
52.227-14	Rights in Data—General	MAY 2014
52.227-19	Commercial Computer Software License	DEC 2007
52.228-3	Worker's Compensation Insurance (Defense Base Act)	JUL 2014
52.228-4	Worker's Compensation and War Hazard Insurance Overseas	APR 1984
52.232-18	Availability of Funds	APR 1984
52.232-22	Limitation of Funds	APR 1984
52.232-23	Assignment of Claims	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-2	Service of Protest	SEP 2006
52.237-3	Continuity of Services	JAN 1991
52.245-1	Government Property	JAN 2017
52.245-9	Use and Charges	APR 2012
52.251-1	Government Supply Sources	APR 2012
DFARS	TITLE	DATE
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012

252.204-7000	Disclosure of Information	OCT 2016
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alternate A	System for Award Management	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.209-7004	Subcontracting with Firms That are Owned or Controlled by the Government of a Terrorist Country	OCT 2015
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7008	Only One Offer	OCT 2013
252.219-7000	Advancing Small Business Growth	SEP 2016
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug-Free Work Force	SEP 1988
252.225-7043	Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States	JUN 2015
252.227-7013	Rights in Technical Data – Noncommercial Items	FEB 2014
252.227-7014	Rights in Noncommercial Computer Software and Noncommercial Computer Software Documentation	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7019	Validation of Asserted Restrictions--Computer Software	SEP 2016
252.227-7020	Rights in Special Works	JUN 1995
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery of Technical Data or Computer Software	APR 1988
252.227-7027	Deferred Ordering of Technical Data or Computer Software	APR 1988
252.227-7028	Technical Data or Computer Software Previously Delivered to the Government	JUN 1995
252.227-7030	Technical Data -Withholding of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	SEP 2016
252.227-7039	Patents-Reporting of Subject Inventions	APR 1990
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7011	Final Scientific or Technical Report	JAN 2015
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.239-7001	Information Assurance Contractor Training and Certification	JAN 2008
252.239-7009	Representation of Use of Cloud Computing	SEP 2015
252.239-7010	Cloud Computing Services	OCT 2016
252.242-7005	Contractor Business Systems	FEB 2012
252.242-7006	Accounting System Administration	FEB 2012

252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DoD Contracts)	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	SEP 2016
252.246-7001	Warranty of Data	MAR 2014
GSAM	TITLE	DATE
552.203-71	Restriction on Advertising	SEP 1999
552.217-71	Notice Regarding Option(s)	NOV 1992
552.228-5	Government as Additional Insured	MAY 2009

7.2.2 CLAUSES INCORPORATED BY FULL TEXT

7.2.2.1 FAR 52.212-3 -- OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS. (JAN 2017)

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision—

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means—

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to

appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance was initially published in the Federal Register on August 25, 2016, and significant revisions will be published for public comment in the Federal Register. The DOL Guidance and subsequent versions can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are—

- (1) Department of Labor Wage and Hour Division (WHD) for—
 - (i) The Fair Labor Standards Act;
 - (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
 - (iii) [40 U.S.C. chapter 31](#), subchapter IV, formerly known as the Davis-Bacon Act;
 - (iv) [41 U.S.C. chapter 67](#), formerly known as the Service Contract Act;
 - (v) The Family and Medical Leave Act; and
 - (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);
- (2) Department of Labor Occupational Safety and Health Administration (OSHA) for—
 - (i) The Occupational Safety and Health Act of 1970; and
 - (ii) OSHA-approved State Plans;
- (3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for—
 - (i) Section 503 of the Rehabilitation Act of 1973;
 - (ii) The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans’ Readjustment Assistance Act of 1974; and
 - (iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);
- (4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and
- (5) Equal Employment Opportunity Commission (EEOC) for—
 - (i) Title VII of the Civil Rights Act of 1964;
 - (ii) The Americans with Disabilities Act of 1990;
 - (iii) The Age Discrimination in Employment Act of 1967; and
 - (iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“Forced or indentured child labor” means all work or service—

(6) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(7) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner” means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under [6 U.S.C. 395\(b\)](#), applied in accordance with the rules and definitions of [6 U.S.C. 395\(c\)](#).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

- (1) The Fair Labor Standards Act.
- (2) The Occupational Safety and Health Act (OSHA) of 1970.
- (3) The Migrant and Seasonal Agricultural Worker Protection Act.
- (4) The National Labor Relations Act.
- (5) [40 U.S.C. chapter 31](#), subchapter IV, formerly known as the Davis-Bacon Act.
- (6) [41 U.S.C. chapter 67](#), formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans’ Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

- (1) PSC 5510, Lumber and Related Basic Wood Materials;
- (2) Product or Service Group (PSG) 87, Agricultural Supplies;
- (3) PSG 88, Live Animals;

- (4) PSG 89, Subsistence;
- (5) PSC 9410, Crude Grades of Plant Materials;
- (6) PSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) PSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) PSC 9610, Ores;
- (9) PSC 9620, Minerals, Natural and Synthetic; and
- (10) PSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
 - (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
 - (3) Consist of providing goods or services to marginalized populations of Sudan;
 - (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
 - (5) Consist of providing goods or services that are used only to promote health or education;
- or
- (6) Have been voluntarily suspended.

“Sensitive technology”—

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act ([50 U.S.C. 1702\(b\)\(3\)](#)).

“Service-disabled veteran-owned small business concern”—

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in [38 U.S.C. 101\(2\)](#), with a disability that is service-connected, as defined in [38 U.S.C. 101\(16\)](#).

“Small business concern” means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR Part 121 and size standards in this solicitation.

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

“Subsidiary” means an entity in which more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Veteran-owned small business concern” means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at [38 U.S.C. 101\(2\)](#)) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans; and

(2) The management and daily business operations of which are controlled by one or more veterans.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

“Women-owned small business (WOSB) concern eligible under the WOSB Program” (in accordance with 13 CFR part 127), means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: “Administrative merits determination”, “Arbitral award or decision”, paragraph (2) of “Civil judgment”, “DOL Guidance”, “Enforcement agency”, “Labor compliance agreement”, “Labor laws”, and “Labor law decision”. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(b)(1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR [52.212-3](#), Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR [4.1201](#)), except for paragraphs

[Offeror to identify the applicable paragraphs at (c) through (t) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted electronically on SAM.]

(c) Offerors must complete the following representations when the resulting contract will be performed in the United States or its outlying areas. Check all that apply.

(1) Small business concern. The offeror represents as part of its offer that it ☐ is, ☐ is not a small business concern.

(2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a veteran-owned small business concern.

(3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] The offeror represents as part of its offer that it ☐ is, ☐ is not a service-disabled veteran-owned small business concern.

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is, ☐ is not a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: _____.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: _____.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

Note: Complete paragraphs (c)(8) and (c)(9) only if this solicitation is expected to exceed the simplified acquisition threshold.

(8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it ☐ is a women-owned business concern.

(9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the contract price:_____

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal

office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: _____.] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246—

(1) Previous contracts and compliance. The offeror represents that—

(i) It ☐ has, ☐ has not participated in a previous contract or subcontract subject to the Equal Opportunity clause of this solicitation; and

(ii) It ☐ has, ☐ has not filed all required compliance reports.

(2) Affirmative Action Compliance. The offeror represents that—

(i) It ☐ has developed and has on file, ☐ has not developed and does not have on file, at each establishment, affirmative action programs required by rules and regulations of the Secretary of Labor (41 cfr parts 60-1 and 60-2), or

(ii) It ☐ has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352). (Applies only if the contract is expected to exceed \$150,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American—Supplies, is included in this solicitation.)

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.” The terms “commercially available off-the-shelf (COTS) item” “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Supplies.”

(2) Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(g)(1) Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR [52.225-3](#), Buy American—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.”

(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

Line Item No. Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).

(2) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No. Country of Origin

[List as necessary]

(4) Buy American—Free Trade Agreements—Israeli Trade Act Certificate, Alternate III. If Alternate III to the clause at [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American-Free Trade Agreements-Israeli Trade Act”:

Free Trade Agreement Country End Products (Other than Bahrainian, Korean, Moroccan, Omani, Panamanian, or Peruvian End Products) or Israeli End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(5) Trade Agreements Certificate. (Applies only if the clause at FAR [52.225-5](#), Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products:

Line Item No. Country of Origin

_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

(h) Certification Regarding Responsibility Matters (Executive Order 12689). (Applies only if the contract value is expected to exceed the simplified acquisition threshold.) The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals—

(1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

(i) Taxes are considered delinquent if both of the following criteria apply:

(A) The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(B) The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(ii) Examples.

(A) The taxpayer has received a statutory notice of deficiency, under I.R.C. §6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(B) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. §6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(C) The taxpayer has entered into an installment agreement pursuant to I.R.C. §6159. The taxpayer is making timely payments and is in full compliance with the agreement terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(D) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. §362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at .]

(1) Listed end products.

Listed End Product	Listed Countries of Origin

(2) Certification. [If the Contracting Officer has identified end products and countries of origin in paragraph (i)(1) of this provision, then the offeror must certify to either (i)(2)(i) or (i)(2)(ii) by checking the appropriate block.]

☐ (i) The offeror will not supply any end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(j) Place of manufacture. (Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

(1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or

(2) ☐ Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Labor Standards (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.) [The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The items of equipment to be serviced under this contract are used regularly for other than Governmental purposes and are sold or traded by the offeror (or subcontractor in the case of an exempt subcontract) in substantial quantities to the general public in the course of normal business operations;

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR [22.1003-4\(c\)\(2\)\(ii\)](#)) for the maintenance, calibration, or repair of such equipment; and

(iii) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract will be the same as that used for these employees and equivalent employees servicing the same equipment of commercial customers.

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that—

(i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;

(ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR [22.1003-4\(d\)\(2\)\(iii\)](#));

(iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available

hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and

(iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

(3) If paragraph (k)(1) or (k)(2) of this clause applies—

(i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

(ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) ([26 U.S.C. 6109](#), [31 U.S.C. 7701](#)). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of [31 U.S.C. 7701\(c\)](#) and [3325\(d\)](#), reporting requirements of [26 U.S.C. 6041](#), [6041A](#), and [6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

(2) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government ([31 U.S.C. 7701\(c\)\(3\)](#)). If the resulting contract is subject to the payment reporting requirements described in FAR [4.904](#), the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

(m) Restricted business operations in Sudan. By submission of its offer, the offeror certifies that the offeror does not conduct any restricted business operations in Sudan.

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that—

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

(ii) It ☐ is, ☐ is not a subsidiary of an inverted domestic corporation.

(o) Prohibition on contracting with entities engaging in certain activities or transactions relating to Iran.

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

(3) The representation and certification requirements of paragraph (o)(2) of this provision do not apply if—

(i) This solicitation includes a trade agreements certification (e.g., [52.212-3\(g\)](#) or a comparable agency provision); and

(ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a unique entity identifier in the solicitation.

(1) The Offeror represents that it ☐ has or ☐ does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

(Do not use a “doing business as” name)

Is the immediate owner owned or controlled by another entity: ☐ Yes or ☐ No.

(3) If the Offeror indicates “yes” in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity, then enter the following information:

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

(Do not use a “doing business as” name)

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that—

(i) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless an agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(2) The Offeror represents that—

(i) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(ii) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it ☐ is or ☐ is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated “is” in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: _____ (or mark “Unknown”)

Predecessor legal name: _____

(Do not use a “doing business as” name)

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror ☐ does ☐ does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked “does” in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror’s knowledge and belief [Offeror to check appropriate block]:

☐ (i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

☐ (ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide—

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR [4.1102\(a\)](#)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR [12.403](#).

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIIS).

Note to paragraph (s): By a court order issued on October 24, 2016, this paragraph (s) is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, GSA, DoD and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([52.212-1\(k\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) ☐ does, ☐ does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:_____.

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of clause)

7.2.2.2 FAR 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

This Statement is for Information Only:

It is not a Wage Determination

Employee Class

See SCA Index of Wage Determinations

Monetary Wage – Fringe Benefits

see SCA Index of Wage Determinations

(End of Clause)

7.2.2.3 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<http://www.acqnet.gov/far/>

(End of Clause)

7.2.2.4 FAR 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The

Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to contract expiration.

(End of Clause)

7.2.2.5 FAR 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

- a. The Government may extend the term of this contract by written notice to the Contractor within 5 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. The preliminary notice does not commit the Government to an extension.
- b. If the Government exercises this option, the extended contract shall be considered to include this option clause.
- c. The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of Clause)

7.2.2.6 DFARS 252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004)

(a) *Definitions.* As used in this clause--

“Indian” means—

(1) Any person who is a member of any Indian tribe, band, group, pueblo, or community that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs (BIA) in accordance with 25 U.S.C. 1452(c); and

(2) Any “Native” as defined in the Alaska Native Claims Settlement Act (43 U.S.C. 1601 et seq.).

“Indian organization” means the governing body of any Indian tribe or entity established or recognized by the governing body of an Indian tribe for the purposes of 25 U.S.C. Chapter 17.

“Indian-owned economic enterprise” means any Indian-owned (as determined by the Secretary of the Interior) commercial, industrial, or business activity established or organized for the purpose of profit, provided that Indian ownership constitutes not less than 51 percent of the enterprise.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act, that is recognized by the Federal Government as eligible for services from BIA in accordance with 25 U.S.C. 1452(c).

“Interested party” means a contractor or an actual or prospective offeror whose direct economic interest would be affected by the award of a subcontract or by the failure to award a subcontract.

“Native Hawaiian small business concern” means an entity that is—

(1) A small business concern as defined in Section 3 of the Small Business Act (15 U.S.C. 632) and relevant implementing regulations; and

(2) Owned and controlled by a Native Hawaiian as defined in 25 U.S.C. 4221(9).

(b) The Contractor shall use its best efforts to give Indian organizations, Indian-owned economic enterprises, and Native Hawaiian small business concerns the maximum practicable opportunity to participate in the subcontracts it awards, to the fullest extent consistent with efficient performance of the contract.

(c) The Contracting Officer and the Contractor, acting in good faith, may rely on the representation of an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern as to its eligibility, unless an interested party challenges its status or the Contracting Officer has independent reason to question that status.

(d) In the event of a challenge to the representation of a subcontractor, the Contracting Officer will refer the matter to—

(1) For matters relating to Indian organizations or Indian-owned economic enterprises:

U.S. Department of the Interior
Bureau of Indian Affairs
Attn: Chief, Division of Contracting and
Grants Administration
1849 C Street NW, MS-2626-MIB
Washington, DC 20240-4000.

The BIA will determine the eligibility and will notify the Contracting Officer.

(2) For matters relating to Native Hawaiian small business concerns:

Department of Hawaiian Home Lands
PO Box 1879
Honolulu, HI 96805.

The Department of Hawaiian Home Lands will determine the eligibility and will notify the Contracting Officer.

(e) No incentive payment will be made—

(1) While a challenge is pending; or

(2) If a subcontractor is determined to be an ineligible participant.

(f)(1) The Contractor, on its own behalf or on behalf of a subcontractor at any tier, may request an incentive payment in accordance with this clause.

(2) The incentive amount that may be requested is 5 percent of the estimated cost, target cost, or fixed price included in the subcontract at the time of award to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(3) In the case of a subcontract for commercial items, the Contractor may receive an incentive payment only if the subcontracted items are produced or manufactured in whole or in part by an Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(4) The Contractor has the burden of proving the amount claimed and shall assert its request for an incentive payment prior to completion of contract performance.

(5) The Contracting Officer, subject to the terms and conditions of the contract and the availability of funds, will authorize an incentive payment of 5 percent of the estimated cost, target cost, or fixed price included in the subcontract awarded to the Indian organization, Indian-owned economic enterprise, or Native Hawaiian small business concern.

(6) If the Contractor requests and receives an incentive payment on behalf of a subcontractor, the Contractor is obligated to pay the subcontractor the incentive amount.

(g) The Contractor shall insert the substance of this clause, including this paragraph (g), in all subcontracts exceeding \$500,000.

(End of clause)

7.2.2.7 DFARS 252.232-7007 LIMITATION OF GOVERNMENT'S OBLIGATION (APR 2014)

(a) Contract line item(s) [Contracting Officer insert after negotiations] is/are incrementally funded. For this/these item(s), the sum of \$ [Contracting Officer insert after negotiations] of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of

anything to the contrary in the clause entitled “Termination for Convenience of the Government.” As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor’s best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor’s notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled “Disputes.”

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled “Default.” The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

(j) The parties contemplate that the Government will allot funds to this contract in accordance with the following schedule:

On execution of contract

\$ _____

(month) (day), (year)

\$ _____

(month) (day), (year)

\$ _____

(month) (day), (year)

\$ _____

(End of clause)

7.2.2.8 DFARS 252.237-7024 NOTICE OF CONTINUATION OF ESSENTIAL CONTRACTOR SERVICES (OCT 2010)

(a) Definitions. “Essential contractor service” and “mission-essential functions” have the meanings given in the clause at 252.237-7023, Continuation of Essential Contractor Services, in this solicitation.

(b) The offeror shall provide with its offer a written plan describing how it will continue to perform the essential contractor services listed in the Performance Work Statement. The offeror shall—

(1) Identify provisions made for the acquisition of essential personnel and resources, if necessary, for continuity of operations for up to 30 days or until normal operations can be resumed;

(2) Address in the plan, at a minimum—

(i) Challenges associated with maintaining essential contractor services during an extended event, such as a pandemic that occurs in repeated waves;

(ii) The time lapse associated with the initiation of the acquisition of essential personnel and resources and their actual availability on site;

(iii) The components, processes, and requirements for the identification, training, and preparedness of personnel who are capable of relocating to alternate facilities or performing work from home;

(iv) Any established alert and notification procedures for mobilizing identified “essential contractor service” personnel; and

(v) The approach for communicating expectations to contractor employees regarding their roles and responsibilities during a crisis.

(End of clause)

7.2.2.9 DFARS 252.251-7000 ORDERING FROM GOVERNMENT SUPPLY SOURCES (AUG 2012)

(a) When placing orders under Federal Supply Schedules, Personal Property Rehabilitation Price Schedules, or Enterprise Software Agreements, the Contractor shall follow the terms of the applicable schedule or agreement and authorization. Include in each order:

(1) A copy of the authorization (unless a copy was previously furnished to the Federal Supply Schedule, Personal Property Rehabilitation Price Schedule, or Enterprise Software Agreement contractor).

(2) The following statement: Any price reductions negotiated as part of an Enterprise Software Agreement issued under a Federal Supply Schedule contract shall control. In the event of any other inconsistencies between an Enterprise Software Agreement, established as a Federal Supply Schedule blanket purchase agreement, and the Federal Supply Schedule contract, the latter shall govern.

(3) The completed address(es) to which the Contractor's mail, freight, and billing documents are to be directed.

(b) When placing orders under non mandatory schedule contracts and requirements contracts, issued by the General Services Administration (GSA) Office of Information Resources Management, for automated data processing equipment, software and maintenance, communications equipment and supplies, and teleprocessing services, the Contractor shall follow the terms of the applicable contract and the procedures in paragraph (a) of this clause.

(c) When placing orders for Government stock on a reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization, using FEDSTRIP or MILSTRIP procedures, as appropriate;

(2) Use only the GSA Form 1948-A, Retail Services Shopping Plate, when ordering from GSA Self-Service Stores;

(3) Order only those items required in the performance of Government contracts; and

(4) Pay invoices from Government supply sources promptly. For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice (see also Defense

Federal Acquisition Regulation Supplement (DFARS) 251.105). For purchases made from DoD supply sources, this means within 30 days of the date of a proper invoice. The Contractor shall annotate each invoice with the date of receipt. The Contractor's failure to pay may also result in the DoD supply source refusing to honor the requisition (see DFARS 251.102(f)) or in the Contracting Officer terminating the Contractor's authorization to use DoD supply sources. In the event the Contracting Officer decides to terminate the authorization due to the Contractor's failure to pay in a timely manner, the Contracting Officer shall provide the Contractor with prompt written notice of the intent to terminate the authorization and the basis for such action. The Contractor shall have 10 days after receipt of the Government's notice in which to provide additional information as to why the authorization should not be terminated. The termination shall not provide the Contractor with an excusable delay for failure to perform or complete the contract in accordance with the terms of the contract, and the Contractor shall be solely responsible for any increased costs.

(d) When placing orders for Government stock on a non-reimbursable basis, the Contractor shall—

(1) Comply with the requirements of the Contracting Officer's authorization; and

(2) When using electronic transactions to submit requisitions on a non-reimbursable basis only, place orders by authorizing contract number using the Defense Logistics Management System (DLMS) Supplement to Federal Implementation Convention 511R, Requisition; and acknowledge receipts by authorizing contract number using the DLMS Supplement 527R, Receipt, Inquiry, Response and Material Receipt Acknowledgement.

(e) Only the Contractor may request authorization for subcontractor use of Government supply sources. The Contracting Officer will not grant authorizations for subcontractor use without approval of the Contractor.

(f) Government invoices shall be submitted to the Contractor's billing address, and Contractor payments shall be sent to the Government remittance address specified below:
Contractor's Billing Address [include point of contact and telephone number]:
Government Remittance Address: TBD

(End of clause)